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सं. 2] नई दिल्ली, शनिवार, जनवरी 12, 1991/ पौष 22, 1912
No. 2] NEW DELHI, SATURDAY, JANUARY 12, 1991/PAUSA 22, 1912

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

नई दिल्ली, 19 नवंबर, 1990
(आयकर)

70—आयकर अधिनियम, 1961 (1961 का 43) की
धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का
प्रयोग करते हुए केन्द्रीय सरकार द्वारा राज-होलीनेस दि वनार्ड
लामाज "रिटेन्स डस्ट" धर्मशाला (सि. जे.) को उक्त उपखंड के
प्रयोजनार्थ वर्ष 1989-90 के लिए अधिसूचित करती है।

[सं 8763/फा सं 197/166/88-आ.कर(नि-I)]

MINISTRY OF FINANCE
(Department of Revenue)

New Delhi, the 19th November, 1990

(INCOME-TAX)

SO 70—In exercise of the powers conferred by sub-
clause (v) of clause (23C) of section 10 of the Income-tax
Act 1961 (43 of 1961), the Central Government hereby

notifies 'His Holiness The Dalai Lama's Charitable Trust'
Dharamsala (HP) for the purpose of the said sub-clause
for the assessment year 1989-90

[No 8763/F No 197/166/88-IT(AD)]

(आयकर)

का.आ 71—आयकर अधिनियम, 1961 (1961 का 43) की
धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का
प्रयोग करते हुए केन्द्रीय सरकार एन.ए. द्वारा "आर सी डायोसेस आफ
पलायमकोटाय", तमिलनाडु को उक्त उपखंड के प्रयोजनार्थ कर-निर्धारण
वर्ष 1987-88 से 1989-90 तक के लिये अधिसूचित करती है।

[सं 8764/फा सं 197/160/87-आ.कर(नि-I)]

(INCOME-TAX)

SO 71—In exercise of the powers conferred by sub-
clause (v) of clause (23C) of section 10 of the Income-tax
Act 1961 (43 of 1961) the Central Government hereby
notifies "R C Diocese of Palaymottai", Tamilnadu for the
purpose of the said sub-clause for the assessment years
1987-88 to 1989-90

[No 8764/F No 197/160/87-IT(AD)]

नई दिल्ली, 27 नवम्बर, 1990

(आय-कर)

का.प्रा. 72—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "लाल बहादुर शास्त्री नेशनल मेमोरियल ट्रस्ट, नई दिल्ली" को उक्त उपखंड के प्रयोजनार्थ कर-निर्धारण वर्ष 1989-90 के लिये अधिसूचित करती है।

[सं. 8769/का.सं. 197/127/87-आयकर (नि.-I)]

New Delhi, the 27th November, 1990

(INCOME-TAX)

S.O. 72—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Lal Bahadur Shastri National Memorial Trust, New Delhi" for the purpose of the said sub-clause for the assessment year 1989-90.

[No. 8769/F. No. 197/127/87-IT(AD)]

नई दिल्ली, 29 नवम्बर, 1990

(आय-कर)

का.प्रा. 73—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री साई बाबा सन्थान, शिरडी" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिये निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (1) कर-निर्धारिणी इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिये इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है;
- (2) कर-निर्धारिणी ऊपर उल्लिखित कर-निर्धारण वर्षों में सगल पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि जेवर-जवाहरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वीच्छिक व्ययदान से भिन्न का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (3) यह अधिसूचना ऐसी किसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिणी के उद्देश्यों की प्राप्ति के लिये प्रसंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों।

[सं. 8777/का.सं. 197/147/90-आयकर]

New Delhi, the 29th November, 1990

(INCOME-TAX)

S.O. 73.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Saibaba Sanathan, Shirdi", for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and main-

tained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objective of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8777/F. No. 197/147/90-IT(AD)]

नई दिल्ली, 4 दिसम्बर, 1990

(आय-कर)

का.प्रा. 74—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "इन्दिरा गांधी मेमोरियल ट्रस्ट, नई दिल्ली" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिये निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (1) कर-निर्धारिणी इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिये इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है;
- (2) कर-निर्धारिणी ऊपर उल्लिखित कर-निर्धारण वर्षों में सगल पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि जेवर-जवाहरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वीच्छिक व्ययदान से भिन्न का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (3) यह अधिसूचना ऐसी किसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिणी के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों।

[सं. 8780/का.सं. -197/21/90-आयकर(नि.-1)]

New Delhi, the 4th December, 1990

(INCOME-TAX)

S.O. 74.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Indira Gandhi Memorial Trust, New Delhi" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-clause (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8780/F. No. 197/21/90-IT(AD)]

(आयकर)

का.आ. 75—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा “फैमिली प्लानिंग फाउंडेशन, नई दिल्ली” को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिये अधिसूचित करती है, अर्थात् :-

- (1) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिये इसका संवयन पूर्णतया तथा अन्यथा उन उद्देश्यों के लिये करेगा, जिनके लिए इसकी स्थापना की गई है—
- (2) कर निर्धारिती उपर उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किंगी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न का निवेश यह करेगा अथवा उस जमा नहीं करवा सकेगा—
- (3) यह अधिसूचना ऐसी किसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अधिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों।

[सं० 8779/फा०सं० 197/149/90-आयकर-वि० I]

दलीप सिंह, विशेष कार्य अधिकारी

(INCOME-TAX)

S.O. 75.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “Family Planning Foundation, New Delhi” for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8779/F. No. 197/149/90-IT(AI)]

DALIP SINGH, Officer on Spl. Duty

नई दिल्ली, 8 दिसम्बर, 1990

(आयकर)

का.आ. 76—आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (ii) द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा नेशनल हाउसिंग बैंक, नई दिल्ली द्वारा जारी किये गये “11.5 प्रतिशत नेशनल हाउसिंग बैंक बंधपत्र, 2009 द्वितीय शृंखला” को उक्त खंड के प्रयोजनार्थ विनिर्दिष्ट करती है :

वशतें कि उक्त परन्तुक के अधीन फायदा ऐसे बंधपत्रों के पृच्छांकन अथवा परिदान द्वारा अन्तरण के मामले में तभी प्रयुज्य होगा जब अन्तरिती ऐसे अन्तरण के साठ दिन की अवधि के भीतर रजिस्ट्रीकृत डाक द्वारा नेशनल हाउसिंग बैंक को सूचित करेगा।

[सं० 8784/फा०सं० 275/151/90-आयकर-(ब)]

बी०ई० एलैकजेंडर, अवसर सचिव

New Delhi, the 8th December, 1990

(INCOME-TAX)

S.O. 76.—In exercise of the powers conferred by clause (ii) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the “11.5 per cent National Housing Bank Bonds, 2009 (Second Series)” issued by the National Housing Bank, New Delhi for the purposes of the said clause :

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery only if the transferee informs the National Housing Bank by registered post within a period of sixty days of such transfer.

[No. 8784/F. No. 275/151/90-IT(B)]
B.E. ALEXANDER, Under Secy.

आदेश

नई दिल्ली, 28 दिसम्बर, 1990

स्टाम्प

का०आ० 77—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उस शुल्क को माफ करती है जो नेशनल हाउसिंग बैंक द्वारा जारी केवल एक सौ करोड़ रुपये मूल्य के “एन एच बी 9% कैपिटल बॉन्ड” स्वरूप के प्रामिसरी नोटों के रूप में वर्णित बंध पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[सं० 44/90/स्टाम्प/फा०सं० 33/55/90-बि.क.]

ठाकुर दत्त, उप सचिव

ORDER

New Delhi, the 28th December, 1990

STAMPS

S.O. 77.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes—“NHB 9 per cent Capital Bonds” of the value of rupees one hundred crores only to be issued by National Housing Bank are chargeable under the said Act.

[No. 44/90-Stamp-F. No. 33/55/90-ST]

THAKUR DATT, Dy. Secy.

(प्रधान समाहर्ता, केन्द्रीय उत्पाद एवं सीमा शुल्क का कार्यालय)

बडोदरा, 19 नवम्बर, 1990

का.आ. 78—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की दिनांक 6-4-90 की अधिसूचना सं० 16/90-सी०शु.

(गै.टै.) तथा दिनांक 18-6-90 की अधिसूचना सं. 34/90-सी०शु (गै.टै.) के द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश राज्य में रायपुर स्थित गांव भानपुरी-बिरगाव औद्योगिक क्षेत्र (नगर पालिका की सीमा बाहर) को एतद्वारा सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अंतर्गत सार्वजनिक बाड़ेड जेयर-हाउस स्थापित करने हेतु बेयर हाउसिंग स्टेशन घोषित किया जाता है।

[फा० सं० 5/90-सी०शु० (गै.टै.)]

बी०सी० रस्तोगी, प्रधान समाह्वता
(सीमा एवं केन्द्रीय उत्पाद शुल्क)

(Office of the Principal Collector, Customs and
Central Excise)

Vadodara, the 19th November, 1990

S.O. 78.—In exercise of the powers conferred by the Notification No. 34/90-Custom (NT) dated 18-6-90 and Notification No. 16/90-Cus (NT) dated 6-4-90 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, Village Bhanpuri-Birgaon Industrial Area (out side Municipal Limits) of Raipur in State of Madhya Pradesh is hereby declared to be a warehousing station under section 9 of the Customs Act, 1962 (52 of 1962) for the purpose of setting up a public Bonded Warehouse.

[F. No. 5/90-Custom(NT)(WZ)]

B. C. RASTOGI, Principal Collector,
(Customs & Central Excise)

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 26 दिसम्बर, 1990

का.भा. 79—भारतीय औद्योगिक पुनर्निर्माण बैंक अधिनियम 1984 की धारा 18 की उप-धारा (1) के खण्ड (ग) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उपर्युक्त खण्ड के प्रयोजन के लिये, "नॉर्थ-ईस्टर्न इण्डस्ट्रियल एण्ड टेक्निकल कंसल्टेंसी प्रायव्हाइजेशन लि." को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत पंजीकृत कम्पनी के रूप में घोषित करता है।

[एफ. संख्या 1-7/90-प्रा०एफ०-II]

वी.पी. भारद्वाज, प्रवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 26th December, 1990

S.O. 79.—In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 18 of the Industrial Reconstruction Bank of India Act, 1984 Central Government hereby notifies that institution known as "North-East Industrial and Technical Consultancy Organisation Limited" being a company registered under the Companies Act, 1956 (1 of 1956) for purpose of the aforesaid clause.

[F. No. 1-7/90-IF. II]

V. P. BHARDWAJ, Under Secy

घावेष

नयी दिल्ली, 27 दिसंबर, 1990

का. भा. 80.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) अधिनियम 1970 के खंड 8 के उपखंड (1क) द्वारा प्रवृत्त शक्तियों का प्रयोग

करते हुए केन्द्रीय सरकार एतद्वारा यूको बैंक के अध्यक्ष तथा प्रबंध निदेशक श्री के. मनमोहन शोणाय का कार्यकाल उस तारीख से समाप्त करता है जिस तारीख को उन्हें यह नोटिस तारीख करवाया जाता है और यह निदेश देती है कि उन्हें नोटिस की अवधि के बचने तीन महीने की अवधि के दौरान और ग्राह्य भत्ता के बराबर राशि अदा की जाएगी जैकन भत्ता की अवधिगी उन शर्तों के अधीन की जाएगी जिनके अंतर्गत एस भत्ते अन्यथा ग्राह्य हो।

[स. एफ. 1/5/90-बी मो. -1]

डी. प्रार. मेहता, प्रवर सचिव

ORDER

New Delhi, the 27th December, 1990

S.O. 80.—In exercise of the powers conferred by sub-clause (1A) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby terminate the term of office of Shri K. Manmohan Sheno, Chairman and Managing Director of UCO Bank with effect from the date of service of this notice on him and direct that he shall be paid a sum equivalent to the amount of his salary and admissible allowances for a period of three months in lieu of the period of notice. The payment of allowances will, however, be subject to the conditions in which such allowances are otherwise admissible.

[No. F. 1/5/90-BO. I]

D. R. MEHTA, Addl. Secy.

नई दिल्ली, 28 दिसंबर 1990

का. भा. 81.—केन्द्रीय सरकार राजभाषा (मध्य के भाषाकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में वित्त मंत्रालय (आर्थिक कार्य विभाग) के प्रशासनिक नियंत्रण में स्थित भारतीय जीवन बीमा निगम, गोवा मंडल कार्यालय, मुशोल बिल्डिंग, 18 जून राड, पणजी गावा को जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है घोषित करता है।

[स. फा. 13011/7/88-हि.का.क]

क. जो. गोयल, निदेशक (प्रशासन)

New Delhi, the 28th December, 1990

S.O. 81.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies Life Insurance Corporation of India, Goa Divisional Office, Sushil Building, 18, June Road, Panji, Goa (under the Administrative Control of Ministry of Finance, Department of Economic Affairs) whereof more than 80 per cent of staff have acquired working knowledge of Hindi.

[No.F. 13011/7, 88-HIC]

K. G. GOEL, Director (Admn.)

भारतीय रिजर्व बैंक

(ग्रामीण आयोजना और ऋण विभाग)

(केन्द्रीय कार्यालय)

रम्बई, 19 दिसंबर, 1990

का. भा. 82—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (7) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक एतद्वारा औद्योगिक बैंक अधिनियम 1976 (1976 का 21) के अंतर्गत गठित सभ्य औद्योगिक ग्रामीण बैंकों का भारतीय

रिजर्व बैंक अधिनियम 1934 की धारा 42 की उप-धारा (1) के उपबंधों से दिनांक 1 जनवरी 1991 से 31 दिसंबर 1992 तक आगामी दो वर्षों के लिए मुक्त करता है।

[आरपीसीडी सं. आरएफ. 494/324-90/91]

RESERVE BANK OF INDIA

(Rural Planning and Credit Department)

(Central Office)

Bombay, the 19th December, 1990

S.O. 82.—In exercise of the powers conferred by sub-section (7) of Section 42 of the RBI Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of the proviso to sub-section (1) of Section 42 of the RBI Act, 1934 for a further period of two years commencing from 1 January, 1991 to 31 December, 1992.

[RPCD No. RF. 494/324-90/91]

का.आ. 83.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का अधिनियम सं. 2) की धारा 42 की उप-धारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक एतद्वारा प्रत्येक राज्य सहकारी बैंक को जिसे फिलहाल उक्त अधिनियम की दूसरी अनुसूची में शामिल किया गया है उक्त अधिनियम की धारा 42 की उप-धारा (1) के परंतुक से दिनांक 1 जनवरी 1991 से 31 दिसंबर 1992 तक आगामी दो वर्षों की अवधि के लिए उस सीमा तक छूट देता है जहां तक कि उसके अंतर्गत जारी की गई किसी भी अधिसूचना के साथ पठित उक्त परंतुक की अपेक्षा-नुसार कोई अनुसूचित राज्य सहकारी बैंक धारा 42 की उप-धारा (1) में संदर्भित उक्त बैंक की शुद्ध सावधि और मांग देयताओं के 3 प्रतिशत से अधिक औसत दैनिक शेप बनाये रखता है।

[आरपीसीडी सं. आरएफ. 495/ए.20(24)-90/91]

कु. आइ. टी. वाज, कार्यपालक निदेशक

S.O. 83.—In exercise of the powers conferred by sub-section (7) of Section 42 of the RBI Act, 1934 (Act No. 2 of 1934), the Reserve Bank of India hereby exempts every State Cooperative Bank which is for the time being included in the Second Schedule to the said Act from the proviso to sub-section (1) of Section 42 of the RBI Act, 1934 in so far as that proviso read with any notification issued thereunder requires a scheduled state cooperative bank to maintain an average daily balance in excess of 3 per cent of the net time and demand liabilities of the bank referred to in sub-section (1) of Section 42 for a further period of two years from 1 January 1991 upto 31 December, 1992.

[RPCD No. RF. 495/A.20(24)-90/91]

Kum. I. T. VAZ, Executive Director

वाणिज्य मंत्रालय

मुख्य नियंत्रक, आयात-निर्यात का कार्यालय

नई दिल्ली, 20 दिसंबर, 1990

का. आ. 84.—मैसर्स प्रशांत ग्लास वर्क्स प्रा. लि. वाराणसी को एक सी सी पी संख्या पी/जे/3079534/एन/एमजी/एच/15/89/एम एल एस दिनांक 14-3-90 जारी करने की तारीख 9 महीने की अवधि के लिए 9,912 रुपये (हांगकांग डॉलर 4545) के मूल्य की एक प्रतिकृति मशीन गाडल टी एफ-3 का आयात के लिए दिया गया था। अब उक्त पार्टी ने उपरोक्त सी सी पी की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि उक्त सी सी पी ग़ुम हो गया है। पार्टी ने अपेक्षित शपथपत्र भेजा है जिसके अनुसार उपरोक्त सी सी पी किसी भी

सीमाशुल्क कार्यालय में पंजीकृत नहीं कराया गया था और इसका बिलकुल भी इस्तेमाल नहीं किया गया था तथा इस सी सी पी पर 9,912 रुपये की राशि शेष है। शपथपत्र में इस आशय की भी घोषणा की गई है कि उक्त सी सी पी का पता चलने पर या बाद में पाये जाने पर उसे जारी करने वाले प्राधिकारी को लौटा दिया जाएगा। इस बात से संतुष्ट होने पर कि मूल सी सी पी ग़ुम हो गया है अधोहस्ताक्षरी ने यह निदेश दिया है कि सी सी पी की अनुलिपि आवेदक को जारी कर दी जाए। मैं भी समय-समय यथासंशोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-55 की उप धारा 9(1) (क) द्वारा प्रदत्त शक्तियों का इस्तेमाल करते हुये मूल सी सी पी को एतद्वारा रद्द करता हूँ।

पार्टी को सी सी पी की अनुलिपि अलग से जारी की जा रही है।

[फाइल सं. 3/71/89-90/एम एल एस/276]

बो. आर. अहिर, उप मुख्य नियंत्रक, आयात निर्यात,

कृते मुख्य नियंत्रक आयात-निर्यात

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 20th December, 1990

S.O. 84.—M/s. Prashant Glass Works Pvt. Ltd., Varanasi were granted a CCP No. P/J/3079534/N/MG/H/15/89/MLS dated 14-3-90 for the Import of One No. Facsimile Machine Model TF-III valued at Rs. 9,912 (HK \$ 4545) with a validity of 9 months from the date of issue. Now the party have applied for grant of a duplicate CCP of the aforesaid CCP on the ground that the CCP has been lost. The party has furnished necessary affidavit according to which the aforesaid CCP was not registered with any customs house and was not utilised at all and the balance against the CCP is Rs. 9,912. A declaration has also been incorporated in the affidavit to the effect that is the said CCP is traced or found lateron, it will be returned to the issuing authority on being satisfied that the original CCP has been lost, the undersigned directed that a duplicate CCP should be issued to the applicant. I also, in exercise of the powers conferred in Sub-Clause 9(1)(d) of the Imports (Control) order 1955 dt. 7-12-56 as amended from time to time, hereby cancel the original CCP.

A duplicate CCP is being issued to the party separately.

[F. No. 3/71/89-90/MLS/276]

B. R. AHIR, Dy. Chief Controller of Import & Export
for Chief Controller of Imports & Exports

वस्त्र मंत्रालय

नई दिल्ली, 26 दिसंबर, 1990

का. आ. 85.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय को जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

केन्द्रीय टस्टर अनुसंधान एवं प्रशिक्षण संस्थान

केन्द्रीय रेशम बोर्ड,

हेहल रांची-834005

बिहार

[सं. ई-11011/18/89-हिंदी]

कीर्ति कुमार, उप सचिव

MINISTRY OF TEXTILES

New Delhi, the 26th December, 1990

S.O. 85.—In pursuance of sub-rule 10(4) of Rule 10 of the official Language (use for official purposes of the union), Rule, 1976, the Central Government hereby notifies the following office under the Ministry of Textiles whereof

more than 80 per cent staff have acquired working knowledge of Hindi :—

Central Tasar Research & Training Institute,
Central Silk Board,
Hehal, Ranchi-834005,
Bihar.

[No. E. 11011/18/89-Hindi]
KIRTHY KUMAR, Dy. Secy.

खाद्य एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 12 दिसम्बर, 1990

का. मा. 86.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एनर्जिस्ट अधिसूचित करता है कि जिस/जिन लाइसेंस(सों) का/के विवरण नीचे दिया गया है/दिए गए हैं, वह/वे उसके/उसके सामने दी गई तिथि से रद्द कर दिया गया है/दिए गए हैं।

अनुसूची

क्र. लाइसेंस संख्या तथा दिनांक सं.	लाइसेंसधारी का नाम व पता	रद्द लाइसेंस के अन्तर्गत वस्तु/प्रक्रम रद्द किए जाने की तारीख तथा सम्बद्ध भारतीय मानक		
(1)	(2)	(3)	(4)	(5)
1. सी.एम./एल.— 2135639	मे. इलेक्ट्रो फैब्रिक, शेड नं. 5, इंडस्ट्रियल एरिया, डा.— वर्हिकल फैक्ट्री, रिचाई, जबलपुर-482009	पावर थ्रेशर की सुरक्षा अपेक्षाएं आई एस : 9020—1979		1990-07-16

[के. प्र. वि./55:2135639]]

एस. सुब्रह्मण्यन, अपर महानिदेशक

MINISTRY OF FOOD AND CIVIL SUPPLIES
(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 12th December, 1990

S.O. 86.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulation 1988, the Bureau of Indian Standards hereby notifies that the licence(s) particulars of which is given below has been Cancelled with effect from the date indicated:

SCHEDULE

Licence No. (CM/L-)	Name and address of the licensee	Article/Process with relevant Indian Standard covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(4)
CM/L-2135639	M/s Electro Fabric, Shed No. 5, Industrial Area, P.O. Vehicle Factory, Richhai, Jabalpur-482009	Safety Requirement for Power Thresher— IS : 9020—1979	1990-07-16

[No. CMD/55 : 2135639]

S. SUBRAHMANYAN, Director General

मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 27 दिसम्बर, 1990

का.आ. 87 :—केन्द्रीय सरकार राजभाषा (संघ के सरकारी प्रयोजनों के लिए प्रयोग) नियम 10 के उपनियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय, शिक्षा विभाग के अन्तर्गत निम्नलिखित विद्यालयों/कार्यालयों को जिनमें 80 % से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. केन्द्रीय विद्यालय,
एयर फोर्स स्टेशन,
भुज (गुजरात) -370001.
2. केन्द्रीय विद्यालय,
सेक्टर-31,
खण्डोगढ़-160031.
3. केन्द्रीय विद्यालय,
श्री.एम.जी.सी.,
खम्भान (गुजरात)।
4. केन्द्रीय विद्यालय,
एन.ए.डी. करजा,
जिला-रायगढ़ (महाराष्ट्र)
5. केन्द्रीय विद्यालय,
मा.गी.ई.का. परिसर,
जयपुर (राजस्थान)।
6. केन्द्रीय विद्यालय,
बैंक नोट मुद्रणालय,
देवास (म.प्र.)
7. केन्द्रीय विद्यालय संगठन,
क्षेत्रीय कार्यालय,
सिलचर।
8. केन्द्रीय विद्यालय नं. 2,
सी.पी.ई. ईटारसी-461114.
(मध्य प्रदेश)।
9. केन्द्रीय विद्यालय,
नताखेड़ी,
गना (म.प्र.)।
10. केन्द्रीय विद्यालय नं. 3,
नया घाई,
इटारसी (म.प्र.)-461111.
11. केन्द्रीय विद्यालय,
नरसिंहपुर (म.प्र.)-487001.
12. केन्द्रीय विद्यालय,
जाख हिम्म, (गिमना हि.प्र.)-171001.
13. केन्द्रीय विद्यालय, संगठन,
नैदराबाद, क्षेत्र. बी-7, विक्रमपुरी,
मिकन्दराबाद-500003.
14. केन्द्रीय विद्यालय,
डी.रे.का., बाराणसी।
15. केन्द्रीय विद्यालय,
जगदलपुर-494001.
जिला-बस्तर (म.प्र.),
16. केन्द्रीय विद्यालय नं. 1,
बोकारो, इम्पान नगर, सेक्टर-IV
धनबाद (बिहार)।
17. केन्द्रीय विद्यालय नं. 2,
एन.एच. IV फरीदाबाद।
पिन-121001
18. केन्द्रीय विद्यालय,
पो. मणोजखण्ड,
जिला-बालाघाट-481116.
(म.प्र.)
19. केन्द्रीय विद्यालय,
बनाड़, जोधपुर-342007.
20. केन्द्रीय विद्यालय,
एच.एम.टी.,
पिन्जोर-134101.
(हरियाणा)
21. केन्द्रीय विद्यालय,
के.रि.पु.ब.,
मोकामा धाट,
(बिहार)
22. केन्द्रीय विद्यालय,
देवली, जिला-टोंक,
राजस्थान-304804.
23. केन्द्रीय विद्यालय,
जी.जी.एफ. इस्टेट,
जबलपुर-480001.
24. केन्द्रीय विद्यालय,
जमुना कालरी-484444
जिला-महबूब
(म.प्र.)
25. केन्द्रीय विद्यालय,
सागर कैंट,
(मध्य प्रदेश)
26. केन्द्रीय विद्यालय,
चिरिमिरी,
पो. मोलावनी, कालगी,
27. केन्द्रीय विद्यालय,
बुर्ग, शासकीय कन्या महा-
विद्यालय के पास, शापिंग,
काम्पलैक्स, बुर्ग-491001
(म.प्र.).
28. केन्द्रीय विद्यालय नं. 1,
जण्डीमंथिर (हरियाणा),
पिन-134107.
29. केन्द्रीय विद्यालय,
आई.टी.बी.पी.,
करेरा (म.प्र.)
30. केन्द्रीय विद्यालय,
भण्डारी बह, पो. भण्डारी बह,
पिन-829132.

[सं.ई.-11011/7/90-रा.भा.ए.]

रमेश कुमार आगिरा, निदेशक (राजभाषा)

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 27th December, 1990

S.O.87—In pursuance of Sub-Rule (4) of the Rule 10 of the Official Languages (Use for official purposes of the Union) Rule, 1976, the Central Govt. hereby notified the following Kendriya Vidyalaya/Offices of the Deptt. of Education in the Ministry of Human Resources Development, where more than 80% staff has acquired working knowledge of Hindi.—

1. Kendriya Vidyalaya,
Air Force Station,
Bharatpur (Kutch)-370001.
2. Kendriya Vidyalaya,
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Chandigarh-160031.
3. Kendriya Vidyalaya,
O.N.G.C.,
Khambhat (Gujarat)
4. Kendriya Vidyalaya,
N.A.D. Karanja,
Distt. Raigarh (Maharashtra)
5. Kendriya Vidyalaya,
M.R.E. College Complex,
Jaipur (Rajasthan)
6. Kendriya Vidyalaya,
Currency Note Press,
Devas (M.P.)
7. Kendriya Vidyalaya Sangathan,
Regional Office,
Silchar.
8. Kendriya Vidyalaya No. 2,
C.P.E. Etarsi-461114,
Distt. Hoshangabad (M.P.)
9. Kendriya Vidyalaya,
Nanakheri,
Gurgaon (M.P.)-473001.
10. Kendriya Vidyalaya, No. 3,
New Yarc,
Etarsi-461111
11. Kendriya Vidyalaya,
Narsinghpur-487001,
(M.P.)
12. Kendriya Vidyalaya,
Jail Hill, Shimla-171001.
13. Kendriya Vidyalaya Sangathan,
Hyderabad Region,
P-7, Vikram Puri,
Sikanderabad-500002.
14. Kendriya Vidyalaya,
D.R.K. Varanasi (U.P.)
15. Kendriya Vidyalaya,
Jagdalpur-494001,
Distt. Bastar (M.P.)
16. Kendriya Vidyalaya No. 1,
Bokaro, Esplanade Nagar,
Sector-IV, Dhanbad (Bihar)
17. Kendriya Vidyalaya, No. 2,
N.H. IV,
Ferozabad-121001.
18. Kendriya Vidyalaya,
P.O. Malanjakhanda,
Distt. Balaghat-481111 (M.P.)
19. Kendriya Vidyalaya,
Banar, Jodhpur-342007.
20. Kendriya Vidyalaya,
H.M.T. Pinjor-134101 (Haryana).
21. Kendriya Vidyalaya,
Mokamaghat, C.R.P.F.,
Bihar State.
22. Kendriya Vidyalaya,
Devli, Distt. Tonk,
Rajasthan-304804.
23. Kendriya Vidyalaya,
G.G.F., Estate,
Jabalpur-482001 (M.P.)
24. Kendriya Vidyalaya,
Jamuna Kalri-484444,
Distt. Shahdol (M.P.)
25. Kendriya Vidyalaya,
Sagar Cantt.,
(M.P.)
26. Kendriya Vidyalaya,
Chirimiri,
Post Sonavani Kalri (M.P.)
27. Kendriya Vidyalaya,
Durg,
Near Govt. Girls' Higher
Secondary School,
Shopping Complex,
Durg-491001 (M.P.)
28. Kendriya Vidyalaya No. 1,
Chandi Mandir (Haryana)-131107.
29. Kendriya Vidyalaya,
I.T.B.P. Katera,
Madhya Pradesh.
30. Kendriya Vidyalaya,
Bhandari Doh,
Post : Bhandari Doh,
Pin-482912.

[No. E 1601/7/90-OLU]

R.K. ANGIRAS, Director (OL)

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 20 दिसम्बर, 1990

का.आ. 88.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 16 जून, 1990 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की

अधिसूचना वा आ सं 1687 तारीख 28 मई 1990 द्वारा उस अधिसूचना से उपायक अनुसूची में वित्तिय क्षेत्र की भूमि में जिसका माप 1177 585 हेक्टर (लगभग) या 2909 812 एकड़ (लगभग) है, कोयले का पठेक्षण करने के अपने आशय को सूचना दी थी,

और केन्द्रिय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अति-प्राप्त है।

अतः अब केन्द्रिय सरकार, उक्त अधिनियम के धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उससे संलग्न अनुसूची में वर्णित भूमि में जिसका माप 1177 585 हेक्टर (लगभग) या 2909 812 एकड़ (लगभग) है, खनिजों के खनन, खदान, बोर करने, निष्कासन के लिए उनकी सुवर्द्ध करने और तलाश करने, उन्हें प्राप्ति करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एम. ई. सी. एल/बी एस पी/सी जी एम/एल ई आर /74 तारीख 30 अगस्त, 1990 का निरीक्षण कलक्टर शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1-कार्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या साउथ ईस्टर्न कोल फ़िल्ड्स लिमिटेड (राजस्व अनुभाग), सीपत मार्ग, बिलामपुर-495001 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

टिप्पण 2 पूर्वोक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है।

8 अर्जन की बाबत आपत्तियाँ:

(1) कोई व्यक्ति जो किसी भूमि में जिसका बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण--इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करनी चाहता है और ऐसी सत्रियाएँ केन्द्रिय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति राशम प्राधिकारी को लिखित रूप में की जाएगी और राशम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उन पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रिय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उसपर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3 : केन्द्रिय सरकार ने कोयला नियंत्रक, 1- कार्सिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन राशम प्राधिकारी नियुक्त किया है।

अनुसूची

बंगवार ब्लॉक

सोहागपुर कोयला क्षेत्र

जिला--शहडोल (मध्य प्रदेश)

खनन-अधिकार

राजस्व भूमि

क्र.सं.	ग्राम का नाम	साधारण संख्या	पटवारी हलका संख्या	तहसील	जिला	क्षेत्र (हेक्टरों में) टिप्पणियाँ
1	धनपुरी	474	98	सोहागपुर	शहडोल	120.287 भाग
2	मरईवाणा	940	98	"	"	31.023 भाग
3	बरकटी	72	99	"	"	130.016 "
4	देवगंवा	458	99	"	"	11.750 "
5	देवगई	455	60	"	"	35.739 "
6	बगवार	683	60	"	"	200.893 "
7	बिम्होरी	724	65	"	"	84.581 "

योग : 664.289 हेक्टर (लगभग)

वन भूमि

क्र. सं.	कम्पाटमेंट सं.	जिला	खण्ड	क्षेत्रफल हेक्टर में	टिप्पणियाँ
1.	60 VII (पी)	बुधहर	दक्षिणी शहडोल	41.265	भाग
2.	71 XVI (पी)	बुधहर	दक्षिणी शहडोल	50.490	भाग
3.	72 XVI (पी)	बुधहर	दक्षिणी शहडोल	148.149	भाग
4.	73 II, VII (पी)	बुधहर	दक्षिणी शहडोल	272.502	भाग
				योग	513.296 (हेक्टर) (लगभग)
				कुल योग	1177.585 हेक्टर (लगभग),
				या	2902.812 एकड़ (लगभग)

ग्राम धनपुरी (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

1135 (भाग), 1139 (भाग), 1140 (भाग), 1439 (भाग), 1443 (भाग), 1444 (भाग), 1445 (भाग), 1447 (भाग), 1448 (भाग), 1449 (भाग), 1450 (भाग), 1464 (भाग), 1465 (भाग), 1466 (भाग), 1467 (भाग), 1468 से 1470, 1471 (भाग), 1472 (भाग), 1473 से 1478, 1479 (भाग), 1480, 1481 (भाग), 1482 (भाग), 1483 (भाग), 1484 से 1486, 1487 (भाग), 1488, 1489 (भाग), 1490 (भाग), 1491 (भाग), 1502 (भाग), 1533 (भाग), 1534 (भाग), 1535 (भाग), 1536 से 1561, 1562 से 1567, 1568 (भाग), 1569 से 1575, 1576 (भाग), 1577 (भाग), 1578 (भाग), 1579 से 1583, 1584 (भाग), 1722 (भाग), 1724 (भाग), 1725, 1726 (भाग), 1727 (भाग), 1733 (भाग), 1734 (भाग), 1735 से 1742, 1743 (भाग), 1744, 1745 (भाग), 1746 (भाग), 1747 (भाग), 1748 से 1769, 1771, 1773, 1774, 1775 (भाग), 1776 (भाग), 1787 (भाग), 1788 (भाग), 1789 से 1800, 1802 (भाग), 1838 (भाग), 1967 से 1971।

2. ग्राम सरईकापा (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

750 (भाग), 751, 752, 753 (भाग), 754 (भाग), 755 से 758, 759 (भाग), 760, 761 (भाग), 776 (भाग), 779, 780, 781 (भाग), 782 (भाग), 783 (भाग), 844 (भाग), 845 (भाग), 846 से 848, 849 (भाग), 850 (भाग), 856 (भाग), 857 से 859, 860 (भाग), 861 (भाग), 863 (भाग), 864 (भाग), 866 (भाग), 867 से 874, 875 (भाग), 876 से 880, 881 (भाग), 882 से 903, 904, 907।

3. ग्राम बारकटी (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

254 (भाग), 255 (भाग), 274 (भाग), 275 (भाग), 226 (भाग), 291 (भाग), 292 (भाग), 293 (भाग), 294 से 304, 305 (भाग), 306 (भाग), 307 (भाग), 308 (भाग), 309 (भाग), 310 से 335, 336 (भाग), 337 (भाग), 342 (भाग), 343 (भाग), 344, 345 (भाग), 355 (भाग), 356 से 359, 360 (भाग), 361 से 431, 432 (भाग), 433 (भाग), 434, 435 (भाग), 437 (भाग), 438 से 444, 445 (भाग), 446 (भाग), 447 (भाग), 448 से 468, 469 (भाग), 470, 471 (भाग), 472 (भाग), 474 (भाग), 475, 476, 477 (भाग), 505 (भाग), 506 (भाग), 507 (भाग), 508 (भाग), 515 (भाग), 516 (भाग), 517, 518, 519 (भाग), 520 (भाग), 522 (भाग), 529 (भाग), 530 से 534, 535 (भाग), 536, 537, 538 (भाग), 539 (भाग), 540 (भाग), 541 से 755, 756 (भाग), 757 (भाग), 760 (भाग), 761 से 764, 767

4. ग्राम देवडाँडा (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

18, 20 (भाग), 21 (भाग), 22 (भाग), 23 से 29, 30 (भाग), 31 (भाग), 32 (भाग), 33 (भाग), 34 से 37, 38 (भाग), 39 (भाग), 40 (भाग), 41, 42 (भाग), 43 (भाग), 44 (भाग), 69 (भाग), 71 (भाग), 72 (भाग), 73 (भाग), 74 (भाग), 75, 76, 77 (भाग),

5. ग्राम वेजगई (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

1, 2, 3 (भाग), 4 से 49, 50 (भाग), 59 (भाग), 60 (भाग), 61 (भाग), 62 (भाग), 63 (भाग), 70 (भाग), 71 से 73, 74 (भाग), 75 (भाग), 76 (भाग)।

6. ग्राम बगवार (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

1 से 118, 120 से 157, 158 (भाग), 159 (भाग), 162 (भाग), 209 से 233, 234 (भाग), 235 से 286, 287 (भाग), 288 से 289, 290 (भाग), 291 (भाग), 295 (भाग), 296 (भाग), 297 से 305, 306 (भाग), 307 (भाग), 311 (भाग), 313 (भाग), 313/322, 16/323, 28/324, 14/325, 18/326, 19/327, 329 से 331।

7. ग्राम बिम्होरी (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक:

33 (भाग), 34 से 37, 42 से 48, 49 (भाग), 50 (भाग), 52 (भाग), 60 (भाग), 61 (भाग), 62 से 70, 71 (भाग), 72 (भाग), 73, 74, 75 (भाग), 76 (भाग), 79 (भाग), 85 (भाग), 86 (भाग), 87 से 100, 101 (भाग), 102 से 128, 129 (भाग), 155 (भाग), 156 से 176, 177 (भाग), 178, 179, 180 (भाग), 181 (भाग), 371 (भाग), 373 (भाग), 374 (भाग), 375, 376, 377 (भाग), 378 (भाग), 379 (भाग), 380 से 404, 406 से 425, 513, 520 (भाग), 521 से 528, 527 (भाग), 548 (भाग), 549 (भाग), 550 से 551, 553, 554 (भाग), 555 (भाग), 556 (भाग), 577 (भाग),

सीमा वर्णन

क-ख	रेखा, ग्राम धनपुरी में बिन्दु 'क' से प्रारम्भ होती है और प्लॉट सं. 1445, 1444, 1448, 1147, 1471 1472 से होकर वन कम्पार्टमेंट सं. 72 XVI से होकर जाती है तथा प्लॉट सं. 1838 से होकर, वन कम्पार्टमेंट सं. 72 XVI से होकर प्लॉट सं. 1802 से होकर, वन कम्पार्टमेंट सं. 72 XVI से होकर, प्लॉट सं. 1788, 1787, 1776, 1775 से होकर जाती है और बिन्दु 'ख' पर मिलती है।
ख-ग	रेखा, ग्राम बंगवार में प्लॉट सं. 159, 158, 162 से होकर जाती है और तब वन कम्पार्टमेंट सं. 72 XVI, 73 II से होकर जाती है और तब ग्राम बिम्होरी में प्रवेश करती है और प्लॉट सं. 85, 86, 101, 75, 79, 75 से होकर जाती है और बिन्दु 'ग' पर मिलती है।
ग-ग1-घ	रेखा, ग्राम बिम्होरी में, प्लॉट सं. 75, 76, 72, 71, 60, 61, 52, 50, 49, 37 से होकर जाती है और तब प्लॉट सं. 49, 36, 37 को उत्तरी सीमा से होकर और प्लॉट सं. 37, 43, 527 की पूर्वी सीमा से होकर और तब प्लॉट सं. 527, 549, 548 से होकर जाती है और तब प्लॉट सं. 551, 553 की पूर्वी सीमा से और प्लॉट सं. 554, 555, 556, 557 से होकर जाती है और बिन्दु 'घ' पर मिलती है।
घ-ग1-ङ	रेखा, प्लॉट सं. 520 से होकर जाती है और प्लॉट सं. 425, 406, 404 को दक्षिणी सीमा से होकर जाती है और तब प्लॉट सं. 371, 373, 374, 377, 378, 379, 177, 181, 155, 129 से होकर और प्लॉट सं. 128, 128, 111, 108 की पश्चिमी सीमा से होकर और प्लॉट सं. 104, 105, 106, 94, 83, 92 को दक्षिणी सीमा सीमा से होकर और तब प्लॉट सं. 92, 91, 90, 89 को पश्चिमी सीमा से होकर वन कम्पार्टमेंट सं. 73 II से होकर जाती है और ग्राम बंगवार में प्रवेश करती है और बिन्दु 'ङ' पर मिलती है।
ङ-ई1-ई. 2-च	रेखा, वन कम्पार्टमेंट सं. 73 II, 73 VII से होकर और तब प्लॉट सं. 266, 302, 305, 313 की पूर्वी सीमा से होकर और तब ग्राम बंगवार के प्लॉट सं. 313, 311, 306, 307, 296, 287, 290, 291, 290, 234 होकर और तब सं. 3, 50, 60, 61, 59, 62, 63, 70, 74, 75, 76 से होकर ग्राम देवगवा में जाती है और प्लॉट सं. 39, 40, 77, 74, 73 से होकर ग्राम देवगवा में प्रवेश करती है और ग्राम देवगवा में बिन्दु 'च' पर मिलती है।
च-छ	रेखा, ग्राम देवगवा में प्लॉट सं. 69, 72, 71, 42, 44, 43, 33, 32, 31, 30 से होकर जाती है और तब वन कम्पार्टमेंट सं. 60 VII से होकर और तत्पश्चात् प्लॉट सं. 20, 21, 22 से होकर जाती है और ग्राम करकटा में प्रवेश करती है और प्लॉट संख्या 760, 757, 756 से होकर जाती है और तब वन कम्पार्टमेंट सं. 60 II से होकर और प्लॉट सं. 355, 360 से होकर और प्लॉट सं. 359 की पश्चिमी सीमा से होकर और प्लॉट सं. 360, 345, 342, 336, 292, 291, 293, 276, 275, 274, 305, 306, 308, 307, 469, 471, 255, 254 से होकर जाती है और बिन्दु 'छ' पर मिलती है।
छ-क	रेखा, ग्राम करकटा में प्लॉट सं. 254, 472, 477, 447, 446, 445, 437, 435, 433, 505, 506, 507, 508, 515, 516, 519, 520, 522, 529, 535, 538, 540, 530 से होकर जाती है और ग्राम नरईकापा में प्रवेश करती है और प्लॉट सं. 844, 845, 849, 850, 856, 860, 881, 861, 863, 864, 875, 866, 783, 782, 781, 778, 759, 761, 753, 750, से होकर जाती है और तब ग्राम धनपुरी में प्रवेश करती है और प्लॉट सं. 1747, 1746, 1745, 1743, 1723, 1724, 1727, 1726, 1734, 1733, 1576, 1577, 1578, 1584, 1535, 1534, 1533, 1532, 1487, 1498, 1489, 1490, 1483, 1482, 1481, 1480, 1479, 1135, 1139, 1140, 1467, 1466, 1465, 1464, 1450, 1449, 1439, 1443, 1146 से होकर जाती है और आरम्भिक बिन्दु 'क' पर मिलती है।

[सं. 4301 5/9/90-एल. एस्. डब्ल्यू.]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 20th December, 1990

S.O. 88.—Whereas by the notification of the Government of India in the Ministry of Energy, Department of Coal S.O. No. 1687 dated the 28th May, 1990 under sub-section (i) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in the Gazette of India, in Part II, Section 3, sub-section (ii) dated the 16th June, 1990, the Central Government gave notice

of its intention to prospect for coal in 1177.585 hectares (approximately) or 2909.812 acres (approximately) of the lands in locality specified in the schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring

1177.585 hectares (approximately) or 2909.812 acres (approximately) described in the schedule appended hereto.

Note 1.—The plans bearing No. SECL/BSP/CGM/LEP/74 dated 30th August, 1990 of the area covered by this notification may be inspected in the office of the Collector, Shahdol (Madhya Pradesh) or in the office of the Coal Controller, 1 Council House Street, Calcutta or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495001 (Madhya Pradesh).

Note 2.—Attention is hereby invited to the provisions of section 8 of the aforesaid Act, which provides as follows :—

OBJECTIONS TO ACQUISITION :

“(8) (1) Any person interested in any land in respect of which a notification under section 7 has been issued may within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

EXPLANATION :

It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the

production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the Competent Authority in writing and the Competent Authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or makes different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note 3.—The Coal Controller, 1 Council House Street, Calcutta has been appointed by the Central Government as the Competent Authority under the Act.”

SCHEDULE

BANGWAR BLOCK

SOHAGPUR COALFIELD

DISTRICT-SHAHDOL (MADHYA PRADESH)

Mining Rights Revenue Land

Sl. No.	Name of Village	General Number	Patwari Halka No.	Tahsil	District	Area in Hectares	Remarks
1.	Dhanpuri	474	98	Sohagpur	Shahdol	120.287	Part
2.	Saraikapa	940	98	Sohagpur	Shahdol	31.023	part.
3.	Karkati	72	99	Sohagpur	Shahdol	180.016	part.
4.	Doogawan	458	99	Sohagpur	Shahdol	11.750	part.
5.	Deogai	55	60	Sohagpur	Shahdol	35.739	part.
6.	Bangwar	683	60	Sohagpur	Shahdol	200.893	part.
7.	Bimhori	724	65	Sohagpur	Shahdol	84.581	part.

Total:—

664.289
Hectares
(approximately)

Forest Land

Sl. No.	Compartment No.	Range	Division	Area in hectares	Remarks
1.	60 VII (P)	Burhar	South Shahdol	42.265	part.
2.	71 XVI (P)	Burhar	South Shahdol	50.380	part.
3.	72 XVI (P)	Burhar	South Shahdol	148.149	part.
4.	73 II, VII (P)	Burhar	South Shahdol	272.502	part.

Total:—

513.296
Hectares
(approximately)

Grand Total:—

1170.585 hectares (approximately)
2909.812 acres (approximately)

1. Plot numbers to be acquired in village Dhanpuri (part)

1135(P), 1139(P), 1143(P), 1433(P), 1444(P), 1445(P), 1403(P), 1448(P), 1449(P), 1450(P), 1464(P), 1465(P), 1466(P), 1467(P), 1468 to 1470, 1471(P), 1472(P), 1473 to 1478, 1479(P), 1480(P), 1481(P), 1482(P), 1483(P), 1484 to 1486, 1487(P), 1488(P), 1488(P), 1489(P), 1493(P), 1493(P), 1532(P), 1553(P), 1534(P), 1555(P), 1536 to 1561, 1563 to 1567, 1568(P), 1569 to 1505, 1576(P), 1577(P), 1578(P), 1579 to 1583, 1584(P), 1712(P), 1724(P), 1725, 176(P), 1727(P), 1733(P), 1734(P), 1735 to 1742, 1743(P), 1744, 1745(P), 1746(P), 1743(P), 1748 to 1762, 1772, 1773, 1774, 1775(P), 1776(P), 1787(P), 1788(P), 1789 to 1800, 1802(P), 1838(P), 1961 to 1971

2. Plot numbers to be acquired in village Sarai (part)

750(P), 751, 752, 753(P), 754(P), 755 to 758, 759(P), 760, 761(P), 778(P), 779, 780, 781(P), 782(P), 783(P), 844(P), 845(P), 846 to 848, 849(P), 850(P), 856(P), 857 to 859, 861(P), 861(P), 863(P), 864(P), 869(P), 867 to 871, 875(P), 876 to 880, 881(P), 882 to 903, 904, 907

3. Plot numbers to be acquired in village Karkati (part)

254(P), 255(P), 274(P), 275(P), 276(P), 291(P), 292(P), 293(P), 274 to 304, 305(P), 306(P), 307(P), 308(P), 309(P), 310 to 335, 336(P), 337(P), 342(P), 343(P), 344, 345(P), 355(P), 356 to 359, 360(P), 361 to 431, 432(P), 433(P), 434, 435(P), 437(P), 438 to 444, 445(P), 446(P), 440(P), 448 to 463, 464(P), 470, 471(P), 472(P), 474(P), 475, 476, 477(P), 505(P), 506(P), 500(P), 508(P), 515(P), 516(P), 517, 518, 519(P), 520(P), 522(P), 529(P), 530 to 534, 535(P), 536, 537, 538(P), 539(P), 540(P), 541 to 755, 756(P), 757(P), 760(P), 761 to 764, 767

4. Plot numbers to be acquired in village Deogwan (part)

18, 20(P), 21(P), 22(P), 23 to 29, 30(P), 31(P), 32(P), 33(P), 34 to 37, 38(P), 39(P), 40(P), 41, 42(P), 43(P), 44(P), 63(P), 71(P), 72(P), 73(P), 74(P), 75, 76, 77(P)

5. Plot numbers to be acquired in village Deogar (part)

1, 2, 3(P), 4 to 49, 50(P), 59(P), 60(P), 61(P), 62(P), 63(P), 70(P), 71 to 73, 74(P), 75(P), 76(P)

6. Plot numbers to be acquired in village Bangwar (part)

1 to 118, 120 to 157, 158(P), 159(P), 162(P), 209 to 233, 234(P), 235 to 280, 287(P), 288 to 289, 290(P), 291(P), 295(P), 296(P), 297 to 305, 306(P), 307(P), 311(P), 313(P), 313, 322, 363, 323, 28324, 14325, 18326, 19327, 529 to 331

7. Plot numbers to be acquired in village Bimhori (part)

33(P), 34 to 37, 42 to 48, 40(P), 50(P), 52(P), 60(P), 61(P), 62 to 70, 71(P), 72(P), 73, 74, 75(P), 76(P), 79(P), 85(P), 86(P), 87 to 100, 101(P), 102 to 128, 129(P), 155(P), 156 to 176, 177(P), 178, 179, 180(P), 181(P), 371(P), 373(P), 374(P), 375, 376, 377(P), 378(P), 379(P), 380 to 404, 406 to 425, 513, 520(P), 521 to 526, 527(P), 548(P), 509(P), 530 to 551, 553, 554(P), 555(P), 556(P), 577(P)

Boundary Description

- A—B Line starts from point 'A' in village Dhanpur and at passes through plot numbers 1445, 1444, 1448, 1447, 1471, 1472 through forest compartment No. 72 XVI and through plot number 1838 through forest compartment No. 72 XVI, through plot number 1802, through forest compartment No. 72 XVI, through plot number 1788, 1780, 1776, 1775 and meets at point 'B'
- B—C Line passes in village Bangwar through plot numbers 159, 158, 162 then through forest compartment Nos. 72 XVI, 73 II then enter in village Bimhori and proceeds through plot numbers 85, 86, 101, 75, 79, 75 and meets at point 'C'
- C—C1—D Line passes in village Bimhori through plot numbers 75, 76, 72, 71, 60, 61, 52, 50, 49, 33 then northern boundary of plot numbers 49, 36, 37 and eastern boundary of 37, 47, 57 then through plot numbers 527, 549, 548 then eastern boundary of plot numbers 551, 553 then through plot numbers 554, 555, 556, 557 and meet at point 'D'
- D—D1—E Line passes through plot number 520 and southern boundary of plot numbers 425, 406, 404 then through plot numbers 371, 373, 374, 377, 378, 372, 177, 181, 180, 155, 129 then western boundary of plot numbers 128, 123, 111, 108 southern boundary of plot numbers 104, 105, 106, 94, 92, 92 then western boundary of plot numbers 92, 91, 90, 89 through forest compartment No. 73 II enter in village Bangwar and meet at point 'E'
- E—E1—F Line passes through forest compartment number 73II, 73VII then eastern boundary of plot numbers 366, 307, 305, 313 then through plot numbers 313, 311, 306, 367, 296, 295, 287, 290, 291, 290, 234 of village Bangwar then proceed in village Deogar through plot numbers 3, 50, 60, 61, 59 to 63, 70, 71, 75, 76 and enter in village Deogwan through plot numbers 39, 40, 77, 74, 73 and meets at point 'F'
- F—G Line passes in village Deogwan through plot numbers 69, 72, 71, 4, 44, 43, 33, 32, 31, 30 then through forest compartment No. 60VII and through plot numbers 20, 21, 22 enter in village Karkati through plot numbers 760, 757, 756 then through forest compartment number 60VII and through plot numbers 355, 360 western boundary of plot numbers 350 through plot numbers 360, 345, 342, 336, 292, 291, 203, 276, 275, 274, 305, 306, 308, 367, 469, 471, 255, 254 and meets at point 'G'
- G—A Line passes in village Karkati through plot numbers 254, 472, 471, 477, 447, 446, 445, 127, 425, 433, 432, 475, 506, 507, 50, 515, 516, 519, 520, 522, 529, 535, 538, 540, 539 and enter in village Sarai through plot numbers 844, 845, 849, 850, 856, 860, 861, 863, 864, 875, 866, 782, 783, 781, 778, 757, 761, 754, 753, 750 then enter in village Dhanpur through plot numbers 1747, 1746, 1747, 1743, 1722, 1724, 1726, 1726, 1734, 1033, 1576, 1577, 1578, 1584, 1535, 1534, 1533, 1532, 1457, 1483, 1489, 1490, 1483, 1482, 1481, 1480, 1479, 1135, 1139, 1140, 1467, 1466, 1465, 1464, 1450, 1449, 1439, 1413, 1445 and meets at the village 'A'

[N. 43015 9,90-LSW]

B B RAO Under Secy

लुद्धि पत्र

नई दिल्ली, 20 दिसम्बर, 1990

वा आ 89 -- भारत के राजपत्र भाग II, खंड 3, उपखंड (II)
तारीख 10 मई 1990 पृष्ठ 1679 में 1680 पर प्रकाशित, भारत
सर्वकार के ऊर्जा मंत्रालय, कोयला विभाग की अधिसूचना नं. वा
1414 तारीख 26 अक्टूबर, 1990 में -

पष्ठ-1680 पर-

1 अनुसूची में "तकल बारा" के स्थान पर "टाकल बारा" लिखा

2 अनुसूची में ग्राम का नाम स्तम्भ के नीचे और तहसील स्तम्भ
नीचे नम सख्या 6 में "चोपान" के स्थान पर "चोपन" पढ़िए। और "भद्रा-
वती" के स्थान पर "भद्रावती" पढ़िए।

3 अनुसूची में क्षेत्र नंबरों में स्तम्भ के नीचे नम सख्या 8 में
'220 63' के स्थान पर "220 68" पढ़िए।

[पा स 43015/1/90-एल.एस डब्ल्यू]

नई दिल्ली, 21 दिसम्बर, 1990

वा आ 90 -केंद्रिय सरकार की यह प्रकृत होती है कि इसने उदात्त अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की
समाप्ति है।

अब, केंद्रिय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा
प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है,

उस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निर्माण सेन्ट्रल कोलफील्ड लिमिटेड (राजस्व अनुभाग), दरभंगा, हाउस, रांची के कार्यालय में
या उपायुक्त गिरिडीह (बिहार) के कार्यालय में या उपायुक्त, हजारीबाग (बिहार) के कार्यालय में या कोयला निगमक, 1 काउंसिल हाउस स्ट्रीट, कलकत्ता
के कार्यालय में विद्या जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शे, चाट और
अन्य दस्तावेज इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी सेन्ट्रल कोलफील्ड लिमिटेड, दरभंगा हाउस, रांची
को भेजेंगे।

अनुसूची

घोरातान तिलैया ब्लाक

पश्चिमी बोकारो कोलफील्ड

रेखाचित्र सं. आर ई वा /48/49

तारीख 5 सितम्बर, 1990

पूर्वोक्षण के लिए अधिसूचित क्षेत्र

क्र.सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र एकड़	क्षेत्र हेक्टरों में	टिप्पणियां
1.	डकसाराम	गोमिया	34	गिरिडीह	47 00	19.02	भाग
2.	तिलैया	गोमिया	35	गिरिडीह	618 00	250 09	भाग
3.	जगेलर	गोमिया	36	गिरिडीह	110 00	14.51	भाग
4.	लोइयो	साडू	162	हजारीबाग	200 00	80.94	भाग
		कुल क्षेत्र--	975 00 एकड़	394 50 हेक्टर (लगभग)			(लगभग या)

सीमा वर्णन

क-ख रेखा, ग्राम लोइयो से होकर जाती है और बिन्दु 'ख' पर मिलती है।
ख-ग-घ-ङ रेखा लोइयो, जगेलर, तिलैया और डकसाराम ग्रामों से होकर जाती है और बिन्दु 'ङ' पर मिलती है।
ङ-च-छ रेखा डकसाराम और तिलैया ग्रामों से होकर जाती है और बिन्दु 'छ' पर मिलती है।
छ-ज रेखा तिलैया और लोइयो ग्रामों में बोकारो नदी के दाहिने किनारे के साथ-साथ जाती है और आरम्भिक बिन्दु 'क' पर मिलती है।

[स 13015/20/90-एल.एस. डब्ल्यू.]

बी बी राव, अवसर सचिव

New Delhi, the 21st December, 1990

S.O 90—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

2 The plan of the area covered by this notification can be inspected at the Office of the Central Coalfields Limited

(Revenue Section), Darbhanga House, Ranchi, or at the Office of the Deputy Commissioner, Giridih (Bihar) or at the Office of the Deputy Commissioner Hazaribagh (Bihar) or at the Office of the Controller, 1, Council House Street, Calcutta

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House Ranchi, within 90 days from the date of publication of this notification in the Official Gazette

GORITANR TILAIYA BLOCK
WEST BOKARO COALFIELD

Area Notified for prospecting

- 1 भोपाल प्रधान डाकघर
- 2 भोपाल एयर पोर्ट डाकघर
- 3 वैरागड़ डाकघर
- 4 चैरागिया डाकघर
- 5 भोपाल बेजरिया शाहजहाँबाद डाकघर
- 6 भोपाल बस स्टैंड बैरोड डाकघर
- 7 भोपाल बस स्टैंड चैराग डाकघर
- 8 भोपाल चन्द्रखंड डाकघर
- 9 भोपाल चौक डाकघर
- 10 भोपाल छावनी विलायियन डाकघर
- 11 भोपाल छोला रोड डाकघर
- 12 भोपाल दुर्गा चौक डाकघर
- 13 गांधी नगर डाकघर
- 14 गांधी मेडीकल कॉलेज डाकघर
- 15 भोपाल हम्पिया रोड डाकघर
- 16 भोपाल इतबारा डाकघर
- 17 भोपाल जुमंगती डाकघर
- 18 भोपाल कमला पार्क डाकघर
- 19 भोपाल भोफड मेजेंडीदेठ डाकघर
- 20 भोपाल शाहजहाँबाद डाकघर
- 21 भोपाल सुद्धतगिया इन्फेन्ट्री लाइन डाकघर
- 22 भोपाल विक्टोरी नगर डाकघर
- 23 भोपाल 3 ई.एम ई स्टैंड डाकघर
- 24 विवीड डाकघर
- 25 ललरिया डाकघर
- 26 अगष्टीनगर डाकघर

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|---------------------------------------|--|
| 27. नयापुरा भोपाल डाकघर | 17. Post Office Bhopal Jumerah |
| 28. नजीगबाद डाकघर | 18. Post Office Kamla Park |
| 29. भोपाल बी एच ई एल मुख्य डाकघर | 19. Post Office Bhopal Old Sectt. |
| 30. भोपाल से डा टी नगर मुख्य डाकघर | 20. Post Office Bhopal Shahjahanabad |
| 31. भोपाल आनन्दनगर डाकघर | 21. Post Office Bhopal Sultania Infantry Lines |
| 32. भोपाल बरखेडा एच.ई. डाकघर | 22. Post Office Bhopal Sikandari Sarai |
| 33. भोपाल बरखेडी डाकघर | 23. Post Office Bhopal 3 FME Centre |
| 34. भोपाल जिन्सी डाकघर | 24. Post Office Dilaud |
| 35. भोपाल कमला पार्क डाकघर | 25. Post Office Lalra |
| 36. भोपाल नार्थ टी.टी. नगर डाकघर | 26. Post Office Mandideep |
| 37. भोपाल मध्य प्रदेश विधान सभा डाकघर | 27. Post Office Nayapura Bhopal |
| 38. भोपाल शास्त्रीनगर डाकघर | 28. Post Office Nazirabad |
| 39. भोपाल माऊथ टी टी नगर डाकघर | 29. Head Post Office B.H.E.L. |
| 40. भोपाल तुलसी नगर डाकघर | 30. Head Post Office Bhopal T. T. Nagar |
| 41. भोपाल विधायक विश्राम गृह डाकघर | 31. Post Office Anandnagar |
| 42. भोपाल बल्लभ भवन डाकघर | 32. Post Office Barkhera H.F |
| 43. भोपाल ई० 2 सेक्टर डाकघर | 33. Post Office Barkheri |
| 44. भोपाल महावीर नगर डाकघर | 34. Post Office Bhopal Jinsi |
| 45. भोपाल रविशंकर मार्केट डाकघर | 35. Post Office Bhopal Kamla Park |
| 46. भोपाल रविशंकर नगर डाकघर | 36. Post Office Bhopal North T. T. Nagar |
| 47. भोपाल शिवार्जी नगर डाकघर | 37. Post Office M. P. Vidhan Sabha |
| 48. भोपाल सुभाष नगर डाकघर | 38. Post Office Shastri Nagar |
| 49. भोपाल इण्डस्ट्रियल एस्टेट डाकघर | 39. Post Office Bhopal South T. T. Nagar |
| 50. भोपाल डाक भवन डाकघर | 40. Post Office Bhopal Tulsi Nagar |
| 51. भोपाल मोविन्दपुरा डाकघर | 41. Post Office Vidhavak Vishram Grah |
| 52. भोपाल एच. ई. हॉस्पिटल डाकघर | 42. Post Office Bhopal Vallabh Bhawan |
| 53. भोपाल जहांगीराबाद डाकघर | 43. Post Office E-2 Sector, Bhopal |
| 54. भोपाल एम.ए.सी.टी. डाकघर | 44. Post Office Bhopal Mahavir Nagar |
| 55. भोपाल मतपुड़ा डाकघर | 45. Post Office Bhopal Ravishankar Market |
| 56. भोपाल राजनल कॉलेज डाकघर | 46. Post Office Bhopal Rav'shankar Nagar |
| 57. भोपाल शिक्षा मण्डल डाकघर | 47. Post Office Bhopal Shivaji Nagar |
| 58. भोपाल पीपलानी डाकघर | 48. Post Office Bhopal Subhash Nagar |
| 59. भोपाल यूनिवर्सिटी डाकघर | 49. Post Office Bhopal Industrial Estate |
| 60. भोपाल विशा विहार डाकघर | 50. Post Office, Bhopal Dak Bhawan |
| 61. भोपाल 1100 क्वार्टर्स डाकघर | 51. Post Office Bhopal Govindnura |
| | 52. Post Office Bhopal H. E. Hospital |
| | 53. Post Office Bhopal Jahangirabad |
| | 54. Post Office Bhopal M.A.C.T. |
| | 55. Post Office Bhopal Satnuda |
| | 56. Post Office Bhopal Regional College |
| | 57. Post Office Bhopal Siksha Mandal |
| | 58. Post Office Bhopal Pinlani |
| | 59. Post Office Bhopal University |
| | 60. Post Office Bhopal Vidya Vihar |
| | 61. Post Office 1100 Ors |

[No. F-11025/2/90-OI]

[सं. ई-11025/2/90-रा भा.]

New Delhi, the 21st December, 1990

S.O. 93.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (use for the Official purposes of the Union) rules, 1976, the Central Government hereby notify the following Post Offices under the jurisdiction of Senior Superintendent of Post Offices, Bhopal Division, Bhopal, where eighty per cent staff has acquired working knowledge of Hindi.

1. Head Post Office Bhopal
2. Post Office Bhopal Airport
3. Post Office Bairagarh
4. Post Office Bairasia
5. Post Office Bhopal Bazaria Shahjahanabad
6. Post Office Bhopal Bairasia Road
7. Post Office Bhopal Bus Stand Bairagarh
8. Post Office Bhopal Chandvad
9. Post Office Bhopal Chauk
10. Post Office Chhaoni Villavation
11. Post Office Bhopal Chhola Road
12. Post Office Bhopal Durga Chauk
13. Post Office Gandhi Nagar
14. Post Office Gandhi Medical College
15. Post Office Bhopal Hamidia Road
16. Post Office Bhopal Jwara

का.भा. 94.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप नियम (4) के अन्वय में केन्द्र सरकार एवं राज्य निदेशक डाक सेवा, गान्तोक, मित्रिम राज्य के कार्यालय को, जिनके अन्धी प्रतिगत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है अधिसूचित करती है।

[सं. ई-11025/2/90-रा भा.]

देवेश चन्द्र निदेशक (राजभाषा)

S.O. 94.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (use for the Official purposes of the Union) Rules 1976 the Central Government hereby notify the Office of the Director, Postal Services, Ganetok, Sikkim State where eighty per cent staff has acquired working knowledge of Hindi.

[No. F-11025/2/90-OI]

DEVESH CHANDRA Director (O.L.).

शरा संश्लेषण

नई दिल्ली, 11 दिसम्बर, 1990

का.भा. 95.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार केन्द्र बैंक के प्रबन्धन, के संवर्द्ध निर्योजकों और उनके कर्मचारों के बीच सम्बंध में निर्यात औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-90 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 14th December, 1990

SO 9—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby appoints the 2nd of the Central Government Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the Canara Bank and the workmen which was referred by the Central Government on 13.12.1987.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL NO. 1
HYDERABAD

PRESENT

Sri K. Taranadh B Com, B.L. Industrial Tribunal

Dated, the 21st November, 1990

Industrial Dispute No. 30 of 1987

BETWEEN

The Workmen of Canara Bank Ramagundam Branch

AND

The Management of Canara Bank Ramagundam Branch

APPEARANCES

Sri B. G. Ravinder Reddy, Advocate—for Workmen

M/s. A. K. Jayaprakash Rao, P. Damodhar Reddy, Ch. Lakshminarayan and V. Narasimha Goud, Advocates—for the Management

AWARD

The Government of India, Ministry of Labour, by its Order No. I-12012/469/86-D II (A), dated 1-7-1987 referred the following dispute under sections 10(1)(d) and (2A) of the Industrial Disputes Act 1947 between the employers in relation to the Management of Canara Bank and their workmen to this Tribunal for adjudication.

"Whether the management of Canara Bank, Hyderabad are justified in dismissing Sri N. Krishna, Clerk, Canara Bank, Ramagundam Branch from service w.e.f. 6-1985? If not to what relief the workman concerned is entitled?"

This reference is registered as Industrial Dispute No. 30 of 1987 and notices were issued to the parties.

2. In the claim statement filed on behalf of the Workmen it was alleged that he joined as a Sweeper at Amespet Branch of Canara Bank in 1972, in February, 1978 he was appointed as an Attender Sub-staff and in 1981 he was transferred to Narayanada Branch at Hyderabad and he was promoted as Clerk from 7.9.1982 and posted to Ramanna Branch in Warangal District and he was working there as a Clerk. Then a charge sheet was issued in December 1983 with an allegation that he remained unauthorizedly absent for three months and also another allegation that he drew Rs. 2394.00 for a leave concession and submitted a fake receipt etc. and he submitted his explanation. He was suspended on 14.2.1984. Later on another charge sheet was issued in April, 1983 alleging that in June 1983 while he was working at Ramanna Branch the employer's shortage of Rs. 1000.00. Not being satisfied with the explanation an enquiry was initiated and the enquiry was held during the first two weeks of January 1987. Later on the findings were accepted and he was dismissed from service by Order dated 10.5.1985. The Deputy General Manager who initiated the proceedings against him by issuing the charge sheet and who was appointed Enquiry Officer and who ultimately passed the order of dismissal, is not competent authority to initiate the disciplinary proceedings. Even otherwise the punishment imposed upon him is too severe and shockingly disproportionate to the alleged misconduct. He has not in six years of regular service as Clerk in addition to his regular service as Sweeper. The so-called enquiry was conducted in a hasty manner, the workman was

not given proper opportunity and it was conducted contrary to the principles of natural justice. Hence the workman requested that an Award may be passed in his favour.

3. A counter was filed on behalf of the Respondent-Management denying all the allegations, contending that the enquiry was conducted in a fair manner and also contending that as per the resolution of the Board of Directors dated 13-8-1970 the powers were delegated to the Deputy General Manager and as such as he is competent disciplinary authority and the other allegations of the petitioner cannot be entertained and requested an Award may be passed in favour of the Management.

4. A perusal of the record indicates that the Management went to the High Court by way of a Writ in Writ Petition No. 12215 of 1988. The High Court disposed off the writ by its order dated 11-8-1988. It was held therein that this Tribunal will not have the right to go ahead with the enquiry for evidence on merits. An appeal was also preferred against this Order in Writ Appeal No. 1355 that was also disposed off on 7-9-1988. It was also held therein that the facts remain that there is no such preliminary enquiry for the Labour Court to decide in those circumstances to see no ground to interfere. In view of those two orders of the High Court itself, it is crystal clear now that this Tribunal is hearing the matter once for all finally and both the sides were given opportunity to adduce evidence. Hence about the validity of otherwise of the domestic enquiry, this Tribunal is not going to decide and come in to the matter of deciding the justifiability of the final order of dismissal passed by the Management against the workman in question.

5. In view of these two orders of the High Court, though vehement argument was adduced before this Tribunal by the learned Advocate for the workman contending that the entire enquiry is illegal and vitiated because the Enquiry Officer himself admitted that there was no Presenting Officer and he himself examined three witnesses for the Management and the enquiry is vitiated cannot be entertained at this stage. Both parties are expected to proceed with the understanding that they are adducing evidence as though an opportunity was given to them afresh a sort of de novo enquiry to thrash out all the issues involved in the matter. Even if the point is conceded in favour of the learned Advocate for the Workman now no opportunity can be granted to adduce more evidence. What all evidence both the parties wanted to adduce already adduced and that is the end of the matter as far as enquiry into the proceedings are concerned.

6. Before proceeding further a point can be clarified here. The learned Advocate was taken that the Deputy General Manager who passed order of dismissal is not competent to pass those orders etc. The contention was taken on behalf of the workmen. In this connection the learned Advocate for the Management filed a copy of the orders marked as Ex. A-48 in Writ Petition No. 10598 of our own High Court and it was dated 22-9-1989. There the workman contended precisely this very objection as taken by the learned Advocate for the Workman before the Tribunal. In that connection having seen the Board's resolution dated 13-8-1970 designating the Deputy General Manager as Disciplinary Authority our High Court observed as follows:

"In the present case as stated in para 4 of the counter the Deputy General Manager has been designated as disciplinary authority and he is delegated power by the Board of Directors in their resolution dated 13-8-1970. The said resolution has been produced before us. In our view it satisfies the requirements of both the disciplinary rules framed by the Bank as also para 19 of the Bank's Memorandum of Association in as much as the delegation to the Deputy General Manager is by the Board of Directors which admittedly includes the Chief Executive Officer of the Bank."

Objections finally the Writ Appeal was dismissed. Thus now this argument cannot hold good. It is not our duty to bother us now.

7. Now coming to the other aspect the facts of the case, in the charge sheet etc., evidently there are two charge sheets issued against the workman. The first charge sheet is marked as Ex. W-1 and it is dated 17-12-1983. There are two charges in it. The first charge was while working as Clerk at Ramagunnam Branch since November, 1982 he remained absent from 23-3-1983 to 13-6-1983 without submitting any leave or giving prior intimation. Thereupon he was asked to appear before Dr. Kishore Thaggarsay of Himayalnagar, Hyderabad on or before 10-6-1983. The workman gave a reply dated 15-6-1983 saying that he called upon the Doctor but he was told that he is out of station and he will be only after four days and the workman claimed reimbursement of Rs. 25.00 towards auto charges. But the Bank in enquiry came to know that Dr. Kishore Thaggarsay was very much in the Station and hence he was charged for committing gross misconduct and knowingly making a false statement and declaration and the action being prejudicial to the interest of the Bank, he was charged with this allegation. The Enquiry Officer as per his Report (findings Ex. M-3) found that the charge was proved.

8. But the most interesting aspect of the matter is the leave was sanctioned to the workman in question and he marked the sanctioning order as Ex. W-2. As per the charge itself, the workman was addressed a letter dated 27-5-1983 asking him to appear before the Doctor on 10-6-1983. He was unauthorisedly absent upto 13-6-1983 by which time allegedly he was asked to appear before the Doctor. But the Ex. W-2 indicates that the leave availed for by the workman for 83 days from 23-3-1983 to 13-6-1983 was sanctioned. When it was doubted whether xerox copy is genuine or not, the original was filed and marked as Ex. W-2 itself. There is a slight change on the date an overwriting whether 13th or 14th but the month June 1983 this is very clear, likewise the year 1983 is very clear. The original indicates that leave was sanctioned, not even on 14-3-83 on which date the workman reported for duty but it was sanctioned. When it was doubted whether xerox copy is genuine Manager, A perusal of this original Ex. W-2 also indicates that the General Manager signed in red ink every entry also was ticked with red ink. Hence utmost care was devoted to verify the document before issuing to the workman and it was issued roughly two months after the worker appeared again and joined duty after his so-called unauthorised absence for 83 days.

9. It is really un-understandable and mysterious, how still the Bank made its allegation and framed a charge against him as Charge No. 1, it itself having granted leave. This is something curious to the mind of this Tribunal. Hence examination of Dr. Kishore Thaggarsay and Sridharan and this Tribunal is not at all considering the finding or evidence with regard to this charge at all and it should be automatically dropped. This Ex. W-2 was marked by the workman when he was examined on 11-7-1988 before this Tribunal. There was no cross examination on Ex. W-2 at all though the witness was lengthily cross examined on 28-7-1988 running into 5-1/2 pages in manuscript recorded by one of my learned predecessor. There is no whisper of Ex. W-2 at all. In this connection of course the learned Advocate for the workman placed reliance on (1990 Lab. I.C. page 1399) A perusal of the judgement indicates that this Tribunal is perfectly justified in proceeding in the matter in toto and not expected to hear the matter piece meal that is what was done precisely by this Tribunal. Hence only this Tribunal is not going to give any finding on the aspect of preliminary enquiry.

10. The second charge pertains to L.F.C. He was permitted to go on Privilege Leave for 30 days from 21-2-1983 to 22-3-1983 to avail L.F.C. He took an advance of Rs. 2,394.00 and submitted a bill claiming Rs. 2,575.00. Then the Management asked him to furnish the detailed information regarding the places visited and though he acknowledged it in July 1983 and inspite of a reminder, he failed to submit the reply to these letters. The bill was properly issued by the Deccan World Travels, Hyderabad but on enquiry "it is understood that the above Travels did not conduct any tour of South India and no amounts was received from you and it is also understood that no receipt was issued by the said Travel Agency. There is reason to believe that you have submitted a fake stamped receipt in support of your claim under L.F.C." This the charge.

11. There is an explanation submitted to this charge by the workman Ex. W-5 unfortunately he took up all contentions like list of witnesses may be supplied to him, copies of documents may be supplied to him but he did not specifically say anything about this charge No. 2.

12. With regard to charge No. 2, the facts are not in dispute. The workman took an advance of Rs. 2,394.00 (Ex. M-17) and that he produced a receipt from Deccan World Travels, Chappal Road, Hyderabad for Rs. 2,575.00 (Ex. M-20) is not in dispute at all. It is also not in dispute that the Bank wanted certain clarifications with regard to the places visited etc. There is another Ex. M-22 a letter written by this 'Deccan World Travels' stating that "..... we have not conducted any Tour to South India the period i.e. 1-3-1983 to 16-3-1983". We have not received any amount of your employee for conducting a Tour and the copy of the received enclosed with our letter has not been issued by us officially." These Travel is issued a yellow colour specimen receipt Ex. M-20. Stamped receipt produced by the workman, as well as the reply of the Deccan World Travels Ex. M-22 are on the same letter heads of the Deccan World Travels and they are one and the same letter heads. There is also another specimen sample yellow colour Ex. M-24, supposed to be issued by the Deccan World Travels, if they conduct the tour. These are the documents.

13. But this Tribunal must consider the evidence adduced before this Tribunal or before the Enquiry Officer with regard to these documents and merely filing of documents without evidence cannot be entertained and cannot be treated as proved. One Srinivasa, Accountant was examined and through him only these documents especially L.F.C. Bill and receipts were marked. He also stated that the concerned manager expressed doubt regarding the genuineness of the bill and requested to go over to the office for personal discussion. He discussed the matter, then the Travel Agent supplied him specimen receipt etc. Ex. M-23 and Ex. M-24 already mentioned above. As per this witness Accountant "He also stated that they found some irregularities in the functioning of the office and the concerned staff were either dismissed or left the Organisation." But nobody from the Travel Agency was examined before the Enquiry Officer or before this Tribunal and it is common knowledge that this Deccan World Travel is still functioning and though the Management examined two witnesses, it did not examine anybody from the Deccan World Travels.

14. On the other hand, the Enquiry Officer himself categorically admitted in cross examination that the Management closed their evidence on 28-11-1984. For the defence, it was posted to 4-12-1984 on that day a letter was produced from the Deccan World Travels and time was asked for 12-12-84 for examining a person from the Deccan World Travels, and it was refused. But on behalf of the workman one Syed Nayumuddin was examined, he identified the signature of the Clerk Venkateshwar Rao on Ex. M-20 the stamped receipt issued by the Deccan World Travels and filed by the workman for Rs. 2,525.00. As per this WW-2, that Venkateshwar Rao is not there in their service now. WW-2 is working on the Deccan World Travels from 1986 onwards. This Ex. M-20 pertains to 1983 and that Venkateshwar Rao as per this WW-2 left the Travels Agency in 1984 and this WW-2 two or three vouchers signed by Venkateshwar Rao in office. Hence he is able to identify the signature of Venkateshwar Rao.

15. In this background and on the basis of this evidence the Enquiry Officer held in his finding Ex. M-3 "the insistence of the charge sheeted employee to examine the proprietor of the Travel Agency again appears to be obscure, I have observed as above, since Ex. M-13 is signed by a person who has described himself as 'Accountant' which might mean Accountant and the signature can never be said to be that Sri M. A. Razak (evidently Ex. M-13 is now marked before this Tribunal as Ex. M-20).

16. In his report Ex. M-6 pertaining to this charge sheet dated 17-12-1983 the Management examined only three witnesses Dr. Kishore Thaggarsay, Sridharan and Srinivas. In those circumstances who is M. A. Razak referred to Ex. M-3 is somewhat confusing. In Ex. M-3 itself the Enquiry

Officer observed as follows : "The circumstances under which Sri A. P. Srinivas visited is described in his evidence. The irregularities of M/s. Deccan World Travel referred to above pertains to issuance of false bills by some of the employees as discussed above. It cannot be contended as has been done in the arguments that the charge sheeted employee should not be made to bear the costs for whatever that happened inside M/s. Deccan World Travel. It is clear that for the reasons discussed above, there is no doubt about the falsity of the L.F.C. bill. Penial of reasonable opportunity to examine Sri M. A. Razak similarly does not deserve any further consideration for reasons discussed above. "In view of the above, I have no hesitation in holding the employee guilty of the charges alleged against him."

17. It is unfortunate to note that M. A. Srinivas, Accountant that was examined never stated any where that he discussed with M. A. Razak. What all he stated was that he met the Manager personally on 7-7-1983 after having a telephonic conversation with him regarding the genuineness of the bill. He no where mentioned that other the Manager's name is Razak or the Proprietor's name is Razak and how that name Razak crept into the findings Ex. M-3 is really un-understandable.

18. Now virtually in view of the High Court orders in the Writ Petition as well as the Writ Appeal this Tribunal is holding a sort of denovo enquiry. The burden is heavily cast on the Management to prove that he produced a false receipt. For the purpose, the best evidence is somebody from the 'Deccan World Travels' we do not know why the Management hesitated to call anybody from the 'Deccan World Travels'. On the other hand, the workman evinced WW-2. It was not even suggested to that witness that he is not an employee of the 'Deccan World Travels' and he was just pressed into service to help the workman. It is also evident that when time was sought before the Enquiry Officer by the workman to examine somebody from the Deccan World Travels' permission was refused. Thus it cannot be said, in this meagre evidence placed before this Tribunal that the workman in question produced a false receipt. Of course there is lapse on his part that he failed to give detailed account of his trip and the various places he visited. But this Tribunal do not think that lapse can be treated as misconduct as described in the charge sheet Ex. M-1. Under Chapter 9 Regulation 3 of Clause (m) of the Canara Bank Service Code. Of course Service Code was not placed before this Tribunal by either side. But whatever it might be, the evidence is very very meagre and on the basis of this evidence alone, this Tribunal cannot jump to the conclusion that the workman in question is guilty of producing a false bill.

19. The second charge sheet is marked as Ex. W-3 and it is dated 21-4-1984. The charge was finally on 23-6-1983 there was difference of Rs. 1,000.00 between the actual closing cash and the closing cash arrived at by the workman and he made some false entries. The explanation of the workman is Ex. W-4 wherein he took up some legal contention but did not say anything about this. The findings of the Enquiry Officer pertaining to this charge is marked as Ex. M-4 and his report is Ex. M-6. As per Ex. M-6, four witnesses were examined in support of the Management, V. J. M. Rao, K. V. Rao, S. Ganapathy, H. G. S. Bhat. As per the findings K. V. Rao is the Accountant. The defence of the employee was, being promoted from the Sub-Staff cadre, he is new to the Cash Department and was placed in Department without any training and cash shortage occurred within 10 days after his joining the department and he got the habit of overwriting. In the findings of the Enquiry Officer also, he mentioned that they visited Nagaram to find out whether excess payment was to the customers etc. and he found him guilty.

20 The Management itself filed another document marked as Ex. M-11 before the Enquiry Officer. It is in Ex. W-41 marked before this Tribunal. It is marked as 'Confidential' dated 13-7-1983 and it pertains to the cash shortage of Rs. 1,000.00. This was a report submitted by Sri Ganapathi, Divisional Manager to the Deputy General Manager. The Cash shortage took place on 23-6-1983 and this Ganapathi, Divisional Manager visited the Branch on 7th July

1983. K. V. Rao the Accountant and the workman in question, both were absent and hence he could not personally interrogate them. The shortage was noticed on the evening of 23rd June, 1983 and Krishna connected with the Cash Department was looking after both the payments and receipts and K. V. Rao, Accountant checked the cash before taking the same inside the Safe Room. "Checking of cash and verification of the closing cash with waste sheet is normally done only by the Accountant of this Branch."

21. Then he made ten observations. Observation No. 5 read as follows :

"When denominations have been mentioned in respect of all payments, that the cheque for Rs. 200.00 issued by Sri K. V. Rao, Accountant does not contain any details of denominations or notes paid."

Observation No. 6

"Waste sheet was not closed on 23-6-83 by the Accountant even though he has been doing it on earlier occasions."

Observation No. 7

"Without closing the waste how the Accountant, Sri K. V. Rao verified the cash?"

At the end he observed as follows :

"The Accountant, Sri K. V. Rao's action appear to be mysterious that never even he thought of closing the waste and verify the closing cash with that of other record before taking the cash inside safe room. It is not clear how he verified the correctness of the cash handed over by Sri N. Krishna. He is equally to be blamed and I do feel he has acted negligently and in an irresponsible way too."

He recommended disciplinary action against both K. V. Rao, Accountant and N. Krishna, the Clerk. The Management did not throw any light whether any action was initiated against K. V. Rao, Accountant or not.

22. It may also be mentioned here that this N. Krishna was sub-staff promote. V. J. M. Rao, the Manager of the Ramagunadam Branch at that time, was examined before the Enquiry Officer. On 1-12-1984, in cross examination he admitted that N. Krishna joined their Branch on 29-11-1982 and he is a promotee from the sub-staff cadre. He was entrusted with the Cash Department from 14-6-1983. No training was given to him before entrustment of the cash as in the case of the employees working in the Branch. The cash shortage occurred after ten days, cash is being checked by the Accountant. During the above period he has not approached me for cash tallying purpose. I did not receive any report from the Accountant about the confusion of Sri N. Krishna in the cash department during the days on which he was working as a Cashier. He has got the habit of overwriting."

23. Likewise one K. V. Rao, Accountant was also examined about this gentleman only already in para 20 Ex. M-41 extracts were given. He categorically stated that "I was the Cash Supervisor on that day. I have not verified the closing cash on 23-6-1983 with waste. I did not notice any cash shortage on that day in the cash cabin". In cross examination it was elicited that "during the nine days while he worked as a Cashier, he was getting confused on several occasions on several aspects. I have not reported the above matter to our Manager as he was on leave from 1-6-83 to 21-6-83 or 22-6-83". The usual practice of taking out cash is that the key holders sign for having taken out the cash and cashier signs for having received the same.....". A question was put "I put it to you that you were taking the cash from the cashier unauthorisedly. What have you to say ? Ans. As the cashier was always accompanying me it is not unauthorised. "We do not know what one has to understand from this reply, as the Cashier was always accompanying him, though he is taking cash, from the view point of K. V. Rao, Accountant. It was not an unauthorised taking of cash. There was pertinent last question put to him in the cross examination

"I put it to you after the incident Sri V. J. M. Rao called and told you that Sri Krishna is suspecting you and hence be careful. What have you to say?" The answer was a cryptic "Yes".

24. A perusal of these two statements coupled with the observations in Ex. M-49 will definitely go to show that the in experienced workman, a sub-staff promotee was entrusted with cash transactions and four or five days this happened and he was not given any training and there was nobody to help him. Even Krishna in his statement stated that "I used to get confused regarding the cash on all the days when I was entrusted with cash duties. There were several over writings in the records of the bank by me since I was getting confused The Manager called two customers and asked them to give me a hand loan of Rs. 1,000.00. The names of the customers are Sri N. Nageshwar Rao and Sri G. V. Subba Rao. The customers were ready to give the hand loan and I refused to take the same as I wanted the matter to be investigated." This is the stand of this workman.

Thus all these things go to show that he was more sinned against than a sinner by himself and the kingpin appears to be K. V. Rao against whom what action was taken, we do not know?

There are some lapses on the workman's part not immediately reporting his confusion or not immediately bringing to the notice of the management about his inability to do his work, but still carrying on with his seat inspite of a confused state of mind.

25. In this connection the learned Advocate for the Workman also drew the attention of this Tribunal to the Manual of Instructions with regard to Cash issued by Canara Bank. On page 14, 9, 7, 9.8 deal with these things and 9.9 reads as follows:

"If the preliminary investigation reveals that the shortage was deliberate, disciplinary proceedings should be initiated against the concerned employee".

What all the Tribunal observed and discussed above clearly go to show that this is not a deliberate shortage and but as a result of utter confusion out of his inexperience in handling cash and these things happened within a week.

In view of all these things, this charge cannot be held properly proved against the workman in question.

26. In view of this the Management of Canara Bank, Hyderabad are not justified in dismissing Sri N. Krishna, Clerk, Canara Bank, Ramagundam Branch from service w.e.f. 6-6-1985 and an Award is hereby passed ordering immediate reinstatement of the workman into service, but without any back wages and with continuity of service as the punishment of refusing back wages is more than enough punishment for his negligent conduct in not bringing his inability to handle the cash to the notice of the Management.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 21st November, 1990.

K. TARANADH, Industrial Tribunal
[No. L-12012/489/86-D.II (A)]

APPENDIX OF EVIDENCE

Witnesses Examined
for the Workman:

WW-1—N. Krishna.

WW-2—Syed Nayemuddin.

Witnesses Examined
for the Management:

MW-1—B. S. Shankaranarayana.

MW-2—M. Krishna Prasad.

Documents marked for the Workmen

Ex. W-1—True Copy of the First Charge Sheet dated 17-12-83 issued to N. Krishna by the General Manager, Canara Bank.

Ex. W-2—True Copy of the proceedings of the General Manager, dated 2-8-83 on the leave application of N. Krishna.

Ex. W-3—True Copy of the Second Charge Sheet dated 21-4-84 issued to N. Krishna by the General Manager Canara Bank.

Ex. W-4—Photostat copy of the explanation dated 1-12-84 submitted by N. Krishna to the Enquiry Officer, Canara Bank, Bangalore in view of second Charge Sheet dated 21-4-84 (Ex. W-3).

Ex. W-5—True Copy of the explanation dated 28-11-84 submitted by N. Krishna to the Enquiry Officer in view of First Charge Sheet dated 17-12-83 (Ex. W-1).

Ex. W-6—Photostat copy of the dismissal order dated 10-5-85 issued to N. Krishna by the General Manager, Canara Bank (Ex. M-36 original) in view of second Charge Sheet dated 21-4-84 (Ex. W-3).

Ex. W-7—Photostat copy of the letter dated 4-12-84 of the Deccan World Travels to the Canara Bank Hyderabad.

Ex. W-8—Photostat copy of the letter dated 28-11-84 of Deccan World Travels.

Ex. W-9—Photostat copy of the Enquiry Proceedings dated 4-12-84 with regard to first Charge Sheet dated 17-12-83 (Ex. W-1).

Ex. W-10—Medical Certificate dated 13-6-83 issued to N. Krishna by Dr. S. Satyanarayana, Civil Assistant Surgeon, King Koti General Hospital, Hyderabad.

Ex. W-11—Commuted leave application of N. Krishna dated 14-6-83.

Ex. W-12—Letter dated 15-6-83 addressed to the Deputy General Manager Staff Section (W) Circle Office, Hyderabad by N. Krishna with regard to Medical Examination by Dr. K. Hore Jaggaee. Documents marked for the Management

Ex. M-1—Enquiry Proceedings with regard to Charge Sheet dated 17-12-83 and 21-4-84 (Ex. W-1 and W-3)

Ex. M-2—Written submission of the defence representative dated 11-12-84 with regard to first charge sheet dated 17-12-83 (Ex. W-1) and second charge sheet dated 21-4-84 (Ex. W-3).

Ex. M-3—Findings of the Enquiry Officer with regard to 1st Charge Sheet dated 17-12-83 (Ex. W-1)

Ex. M-4—Findings of the Enquiry Officer with regard to 2nd Charge Sheet dated 21-4-84 (Ex. W-3).

Ex. M-5—Submission of the defence representative on the findings of the Enquiry Officer dated 19-1-85 with regard to 1st Charge Sheet dated 17-12-83 (Ex. W-1) and Second charge sheet dated 21-4-84 (Ex. W-3).

Ex. M-6—Report of the Enquiry Officer dated 5-2-85 and 14-2-85 with regard to 1st Charge Sheet dated 17-12-83 (Ex. W-1) and second charge sheet dated 21-4-84 (Ex. W-3).

Ex. M-7—Dismissal Order dated 10-5-85 issued to N. Krishna by the General Manager, Canara Bank, Circle Office with regard to charge sheet dated 17-12-83 (First charge sheet Ex. W-1).

Ex. M-8—Proceedings of the General Manager dated 6-6-85 with regard to 1st Charge Sheet dated 17-12-83 (Ex. W-1).

- Ex. M-9—Orders of the Appellate authority with regard to 1st Charge Sheet dated 17-2-83 and 1st Charge Sheet dated 21-4-84 (Exs. W-1 and W-5).
- Ex. M-10—Proceedings of the General Manager dated 1-5-86 with regard to 1st Charge Sheet dated 17-12-83 (Ex. W-1) and 1st Charge Sheet dated 21-4-84 (Ex. W-5) and the appeal dated 26-5-85 preferred by N. Krishna stands dismissed and the orders of General Manager dated 10-5-1985 confirmed. (Ex. M-7).
- Ex. M-11—L.T.C. application dated 18-1-83 of N. Krishna.
- Ex. M-12—Proceedings of the General Manager dated 22-1-83 on the leave application of N. Krishna dated 18-1-83.
- Ex. M-13—Letter of the Manager dated 9-5-83 to N. Krishna with regard to report for duties immediately.
- Ex. M-14—Letter of the Deputy General Manager dated 27-5-83 to N. Krishna directing him to appear for a Medical Checkup before Dr. Kishore Thaggarsay.
- Ex. M-15—Letter dated 17-6-83 addressed by N. Krishna to the Manager Canara Bank, Ramagundam with regard to reimbursement of Rs. 25 towards auto charge.
- Ex. M-16—Letter dated 21-6-83 of Dr. Kishore Thaggarsay to the Divisional Manager, Staff Section (W) Circle Office, Hyderabad informing that N. Krishna has not reported for a Medical Checkup.
- Ex. M-17—Leave fare concession bill of N. Krishna dated 18-6-83.
- Ex. M-18—Letter dated 23-6-83 of the Manager, Canara Bank, Ramagundam to staff section (W) Circle Office Canara Bank, Hyderabad with regard to shortage of Rs. 1000.
- Ex. M-19—Letter of N. Krishna to the Manager Canara Bank, Ramagundam with regard to shortage of Rs. 1000.
- Ex. M-20—Receipt for Rs. 2575 given by Deccan World Travels to N. Krishna.
- Ex. M-21—Letter of the Manager dated 2-7-83 addressed to N. Krishna with regard to L.F.C. Bill dated 18-6-83.
- Ex. M-22—Letter dated 2-7-83 of the Deccan World Travels to the Manager Canara Bank Staff Section (W) Circle Office Hyderabad with regard to take appropriate action against the employee concern for submitting a fake receipt as Deccan World Travels not conducted any tour to South India from 1-3-83 to 16-3-83.
- Ex. M-23—Specimen copy of receipt issued by Deccan World Travels.
- Ex. M-24—Specimen copy of Bill issued by Deccan World Travels.
- Ex. M-25—Letter dated 5-7-83 addressed by Deputy General Manager to N. Krishna with regard to absence for duty from 23-3-83 to 13-6-83.
- Ex. M-26—Letter dated 8-12-83 addressed by Deputy General Manager to N. Krishna with regard to L.F.C. Bill dated 18-6-83. (Ex. M-21).
- Ex. M-27—Photostat copy of the Appeal dated 28-6-85 made by N. Krishna to the Chairman and Managing Director, Canara Bank, Head Office, J. C. Road, Bangalore for consideration on mercy grounds.
- Ex. M-28—Charge Sheet as per Chapter II Regulation 9(1)(a) of the Canara Bank Service Code with regard to 1st charge sheet dated 17-12-83 (Ex. W-1).
- Ex. M-29—Charge Sheet as per Chapter II Regulation 9(1)(a) of the Canara Bank Service Code with regard to 2nd Charge Sheet dated 21-4-84 (Ex. W-3).
- Ex. M-30—Suspension Order dated 14-2-84 issued to N. Krishna by the General Manager, Canara Bank Circle Office, Hyderabad in view of charge sheet dated 17-12-83 (Ex. W-1).
- Ex. M-31—Representation on dated 26-10-84 made by N. Krishna to the Enquiry Officer to furnish a list of witnesses and true copies of all documents with regard to 1st charge sheet dated 17-12-83 (Ex. W-1).
- Ex. M-32—Representation dated 1-12-84 made by N. Krishna to the Enquiry Officer, Canara Bank, Bangalore to furnish list of witnesses and true copies of all documents with regard to 2nd charge sheet dated 21-4-84 (Ex. W-3).
- Ex. M-33—Enquiry Officer's letter dated 19-12-84 to N. Krishna with regard to charge sheet dated 17-12-83 (Ex. W-1).
- Ex. M-34—Enquiry Officer's letter dated 19-12-84 to N. Krishna with regard to charge sheet dated 21-4-84 (Ex. W-3).
- Ex. M-35—Proceedings of the Enquiry Officer with regard to adjournment of the enquiry proceedings in 1st charge sheet dated 17-12-83 (Ex. W-1) and 1st charge sheet dated 21-4-84 (Ex. W-3).
- Ex. M-36—Dismissal Order dated 10-5-85 issued to N. Krishna by the General Manager, Canara Bank with regard to charge sheet dated 21-4-84 (Ex. W-3).
- Ex. M-37—Deposition of R. Sridharan.
- Ex. M-38—Deposition of A. P. Srinivas.
- Ex. M-39—Deposition of Dr. Kishore Thaggarsay.
- Ex. M-40—Proceedings of the Enquiry Officer dated 5-1-85 with regard to adjournment of the enquiry proceedings in 1st charge sheet dated 17-12-83 (Ex. W-1).
- Ex. M-41—Exhibits marked during the course of enquiry.
- Ex. M-42—Letter dated 1-5-84 addressed to N. Krishna by the Manager with regard to cash shortage of Rs. 1000.
- Ex. M-43—Postal acknowledgement to Ex. M-42.
- Ex. M-44—Letter dated 27-5-83 addressed to Dr. Kishore Thaggarsay by the Divisional Manager with regard to Medical checkup of N. Krishna.
- Ex. M-45—Photostat copy of the past service record of N. Krishna.
- Ex. M-46—Proceedings of the General Manager, dated 6-6-85 with regard to disbursement of the salary for the period from 14-3-85 to 6-6-85 to N. Krishna.
- Ex. M-47—Photostat copy of the extract from the proceedings of the meeting of the Board of Directors of the Bank held on 13-8-70.
- Ex. M-48—Photostat copy of the judgement dated 22-9-89 in W.A. No. 1059/89 on the file of the High Court of Andhra Pradesh, Hyderabad.

K. TARANADH, Industrial Tribunal

नई दिल्ली 24 दिसम्बर 1990

का प्रारंभ — औद्योगिक विवाद अधिनियम 1947 (1947 एन 14) की धारा 17 के अन्वय में केन्द्रीय सरकार बैंक आफ इंडिया के प्रबन्धन के सदस्य नियोजक और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के एकल दो पक्षीय तरीके से केन्द्रीय सरकार के 1-12-90 को प्राप्त हुआ था।

New Delhi, the 24th December, 1990

S.O. 96.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on 13-12-1990.

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT BOMBAY

(Presiding Officer, Justice S. N. Khatri)

Reference No. CGIT-14 of 1988

PARTIES :

Employers in relation to the Management of Bank of India.

AND

Their Workmen

APPEARANCES :

For the Management.—Shri R. B. Pitale, Advocate.
For the Workmen.—None present.

INDUSTRY : Banking

STATE : Bombay.

Bombay, dated 4th December, 1990

AWARD

The Central Government has referred the following Industrial dispute to this Tribunal for adjudication under section 10 of the Industrial Disputes Act, 1947.

"Whether the action of the management of Bank of India, Regional Office and through its offices is not appointing Shri D. J. Kumbhar, Sweeper at Telawade Branch with effect from 11-3-1985 and not confirming him from 11-9-85 justified ? If not, to what relief the workman is entitled ?"

2. The reference was kept for final hearing, first on 10-10-90, and thereafter adjourned for 6-11-90 and today, on all the three dates, the Workman and his Representative remained absent. It appears they are not interested in pursuing the reference. In absence of any materials, I hold that the Workman has failed to establish that the action of the Management is unjustified. Eventually he is not entitled to get any relief. The reference is disposed of accordingly in his default, without any orders as to costs.

S. N. KHATRI, Presiding Officer
[No. L-12012/444/87-D.II(A)]

क्र.प्रा. 97 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबन्धतन्त्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, वस्ती के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-90 को प्राप्त हुआ था।

S. O. 97.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on 13-12-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT BOMBAY

(Presiding Officer, Justice S. N. Khatri)

Reference No. CGIT-24 of 1988

Employers in relation to the Management of Bank of India.

AND

Their Workmen

APPEARANCES :

For the Management.—Shri R. B. Pitale, Advocate.
For the Workmen.—None present.

INDUSTRY : Banking

STATE : Bombay.

Bombay, dated 4th December, 1990

AWARD

The Central Government has referred the following industrial dispute to this Tribunal for adjudication under section 10 of the Industrial Disputes Act, 1947.

"Whether the demand of Bank of India Staff Union, Pune that the Regional Manager, Bank of India, Ratnagiri Region, and through its officers, should appoint Shri D. A. Dangr as a part-time sweeper on scale wage and pay arrears with effect from 1-6-86 is justified ? If so, to what relief is the workman entitled ?"

2. The reference was kept for final hearing, first on 10-10-90, and thereafter adjourned for 6-11-90 and today, on all the three dates, the Workman and their representative remained absent. It appears they are not interested in pursuing the reference. In absence of any materials, I hold that the Workmen's Union have failed to establish that their alleged demand is justified. Eventually they are not entitled to get any relief. The reference is disposed of accordingly in the default, without any orders as to costs.

S. N. KHATRI Presiding Officer
[No. L-12012/521/87-D. II (A)]

क्र.प्रा. 98 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धतन्त्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, वस्ती के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-90 को प्राप्त हुआ था।

S. O. 98.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government on 3-12-90.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGRAH

Case No. I.D. 28/90

PARTIES :

Employers in relation to the management of Punjab National Bank.

AND

Their workman : Ramesh Kohli.

APPEARANCES :

For the workmen.—Workman in person.
For the management.—Shri Ramesh Kaul.

AWARD

Central Govt. vide gazette notification No. L-12012/385/89-D-2-A dated 12th February 1990 issued U/S 10(1)(d)

on the I.D. Act 1947 referred the following dispute to this Tribunal for decision on a dispute raised by Ramesh Kohli.

"Whether the action of the management of Punjab National Bank in depriving Shri Ramesh Kohli from his salary to the extent of Rs. 603 in the month of May 1989 is justified? If not, to what relief is the workman entitled?"

It was taken up today at the request of the parties. Ramesh Kohli workman has made a statement that his claim has been satisfied by the management and he does not want to pursue with the present reference any more and thus a no dispute award be sent to the Ministry. In view of the statement made by the workman a No Dispute Award is returned.

Commander

ARVIND KUMAR, Presiding Officer
[No. L-12012/305/89-D. II (A)]

का या ८९—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के पदस्थ के सचिव नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बड़ौदा के पदस्थ को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-90 को प्राप्त हुआ था।

८. १९९९.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on 13-12-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

PRESENT :

Shri P. D. Apathkar, Presiding Officer.

Reference No. CGIT-215 of 1988

PARTIES :

Employers in relation to the management of Bank of Baroda.

AND

Their Workmen

APPEARANCES :

For the Employers.—Shri R. B. Pitale, Representative.

For the Workmen.—Shri M. B. Anchan, Advocate.

INDUSTRY : Banking. STATE : Maharashtra.

Bombay, dated the 27th November, 1990

AWARD PART I

The Central Government by their order No. L-12012/129/87-D II(A) dated 29-1-1988 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the termination of service of Shri R. B. Kotian, Sub-staff of Bank of Baroda, Bombay West Region, Bombay w.e.f. 10-7-1985 without any enquiry etc. is justified? If not, to what relief the workman is entitled?"

2. The case of the workman Shri R. B. Kotian, as disclosed from the statement of claim (Ex. 2) filed on his behalf by the President, Udupi Taluk Bank Employees' Association, Udupi, in short, is thus :—

The workman Shri Kotian joined the Bank of Baroda Regional Office, Bombay as a Peon in January 1978 and he was confirmed in that post in July 1978

Since the date of his appointment he worked sincerely, honestly and without any complaint from any quarter and his service records are clean and without any blemish. The Regional Manager of the Bank of Baroda issued a show cause notice dated 22-1-1985 to him for his continuous/recurring illness requiring him to show cause as to why his services should not be terminated on the ground of his continuous illness. Accordingly the workman submitted his reply on 8-2-1985. Being not satisfied with that reply, the Regional Manager of the Bank terminated the services of the workman with effect from 10-7-1985. The said termination of service of the workman was illegal and hence the Union raised an industrial dispute with the Regional Labour Commissioner (C), Bombay. The conciliation proceedings were held, but they ended in failure. Hence the Central Government made the reference, as above

3. The Union further alleged thus :—

The said termination of services of the workman is mala fide, unreasonable, premature and against the principles of natural justice, and as such illegal. As the said workman was suffering from recurring ill-health from 4-5-1984, he could not attend his duty. He was on medical leave and was under the medical treatment. Whenever he remained absent, he had submitted the medical certificates from the registered medical practitioners. The Doctors who were treating him, had advised him to go for a change of climate. The Doctors had told him that in case he can go on transfer to his native place, he would be completely recovered. Accordingly he made a representation to the Bank requesting that he be transferred from Bombay preferably to any branch in south Kanara District or to Bangalore. However, the Bank did not send any reply to that. Before terminating the services of the workman the Bank had not issued any chargesheet to him for the alleged misconduct, nor did the Bank had held any enquiry for any alleged misconduct. He was not given any opportunity to defend himself. As such the termination of his service is against the principles of natural justice and against the provision of the Bipartite settlements.

4. The Union then alleged thus :—

No Doctor had certified that he was unfit to hold his post in the Bank. The workman was improving in his health at his native place. The Bank did not get him examined by a registered medical practitioner or from a hospital to ascertain whether he is fit to be continued in service before terminating his services. The Bank acted hastily without the opinion of the Medical Practitioner. As such the Bank's action in the matter is mala fide and unjustified.

The Union, therefore, prayed that the workman be reinstated in service with full back wages and continuity of service.

5 The Regional Manager, Bombay West Region of the said Bank by his written statement (Ex. 3) opposed the claim of the Association, and in substance contended thus :

The reference made by the Central Government in question is not tenable in law for the following reasons :—

The Udupi Taluk Bank Employees' Association, has no locus standi to espouse the cause on behalf of the workman Shri R. B. Kotian. The said workman was a member of the majority union, viz Bank of Baroda Employees' Federation. He has not resigned from the said majority Union, and no such intimation has been given by him or by that Federation to the Bank. Only a majority union having community of

interest can espouse the cause on behalf of the workman, and as such the reference made at the instance of the said minority Union is not tenable in law. As the said workman is a member of the Bank of Baroda Employees' Federation, he cannot become a member of the said minority Union which is functioning from a different State. It is functioning from Udupi, and none of the employees working in Bombay Region were members of the said Union. The said minority Union i.e. the Federation represents about 90 percent of the employees of the Bank and it is the sole collective bargaining agent. The said majority Union has no dispute with the Bank over the termination of the service of the said workman. As such, no industrial dispute exists between the management of the Bank and its workmen. No resolution has been passed in the General Meeting of the said minority Union authorising the President to espouse the cause on behalf of the said workman. As such, the Presiding of that minority Union is not competent to file the statement of claim on behalf of the said workman.

6. As regards the merits of the case the Bank management contended thus :—

The Bank terminated the services of the said workman with effect from 10-7-1985 after complying with the provisions of the Bipartite Settlement, and in terms of Para 522 of the Sastry Award governing the service conditions of the Bank employees. As such, the termination of services of the said workman is just, proper and legal. It is not true that the service record of that workman was good. His attendance was far from being satisfactory. Several officers had complained about his irregular attendance. The said workman joined the services of the Bank as a Peon on 9-1-1978 and was posted at Sakinaka Branch. Since the date of joining the service of the Bank, his attendance was far from being satisfactory. He was cautioned several times to show improvement in his attendance, but he failed to do so. Due to his absence, the work in the Branch suffered considerably, as no replacement could be made immediately. He used to remain absent on medical ground, but he never submitted any medical certificate in time. He used to leave his headquarters from Bombay without any intimation. Most of the medical certificates submitted by the workman were from various Doctors from Bombay, Mangalore and Udupi. Since the date of his joining the service, he had availed of 522 days leave on loss of pay. As the workman remained absent on medical ground, he was referred to Bank's Medical Officer, Dr. Narayan. That Medical Officer certified that the said workman was not suffering from any serious ailment and was fit to resume normal duties. The workman remained absent on the ground of ill-health from 4-5-1984. Thereafter a show cause notice was issued to him at his native place address on 1 of the local address at Bombay. The necessary reply was received from the workman stating that due to his ill-health he could not attend office and requested the Bank to consider his case sympathetically. He also requested the Bank to transfer him to his native place at Canara District on the ground that his Doctor had advised him to stay at his native place for a change of weather. As his reply was found unsatisfactory, the Bank terminated his service on the ground of continuous ill-health with effect from 10-7-1985 by giving him three months' pay in lieu of notice. It was not necessary on the part of the Bank management to issue any chargesheet against him before terminating his service on the ground of continuous ill-health. It was not obligatory on the part of the

Bank to transfer him to a place of his choice. While the Bank sympathises with his illness, the Bank could not keep the post indefinitely open or transfer him to his native place.

The Bank therefore prayed that the action of the management in terminating the services of the workman be held justified and no relief should be granted to him.

7. The Issues framed at Ex. 4 are :—

- (1) Whether the workman proves that termination of his services by the Bank, without holding any inquiry against him, is premature, unreasonable, against the principles of natural justice, and as such, illegal?
- (2) Does the Management of the Bank of Baroda prove that the Udupi Taluk Bank Employees' Association has no locus standi to espouse the cause on behalf of the present workman Shri R. S. Kotian?
- (3) Whether the President of the said Union is not competent to espouse the cause on behalf of the said workman before this Tribunal?
- (4) Whether no industrial dispute existed or exists between the said Bank and its workman concerning the said workman?
- (5) Whether the termination of services of Shri R. B. Kotian, Sub-staff of Bank of Baroda, Bombay West Region w.e.f. 10-7-1985 without any enquiry etc. is justified?
- (6) If not, to what relief the workman is entitled?
- (7) What Award?

8. Issues Nos. 2, 3 and 4 are tried as preliminary Issues, and the above three Issues are :—

- (1) No
- (2) Is competent
- (3) Industrial dispute existed.

RFASONS

ISSUE NO. 4

9. The Manager (Personnel) of the Regional Office, Bombay West Region Shri T. K. M. Das filed his affidavit (Ex. 6) in support of the contentions of the Bank management regarding Issues Nos. 2, 3 and 4 and he was cross-examined on behalf of the workman. No oral evidence on behalf of the workman regarding the said three preliminary issues was led. The contentions raised by the Bank management are thus :—

The said workman was a member of the Bank of Baroda Employees' Federation. He had not resigned from the membership of that minority Union of the Bank Udupi Taluk Bank Employees' Association, which has filed the statement of claim in the present proceedings, is not in existence in the city of Bombay or even the state of Maharashtra, and none of the employers of the Bank in question are members of that Union. As such, it cannot be said that the Udupi Taluk Bank Employees' Association has community interest in the said workman or in the industrial dispute in question. The community interest is with the said Bank of Baroda Employees' Federation which has not espoused the cause on behalf of the said workman. Therefore, Udupi Taluk Bank Employees' Association is not competent to raise the industrial dispute in question. Further, besides the said Bank of Baroda Employees' Federation, there are also other unions of the employees of the said Bank and the workman would have approached any of those unions with his grievance in the matter, but he did not do so. The cause of action has arisen in Bombay while the said Udupi Taluk Bank Employees' Association is functioning at Udupi at Taluk level only. Further, there is no evidence on record to show that the said Udupi Taluk Bank Employees' Association has been authorised by its members to espouse the cause of the workman in question. Therefore, the present reference is not tenable in law. I find that none of the said contentions raised on behalf of the Bank management is tenable in law.

Section 2A of the Industrial Disputes Act lays down that where any employee discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute, notwithstanding that no other workman nor any union of workman is a party to the dispute. Therefore, as the dispute raised even by a single workman without the help of any other workman or any union is quite tenable in law, there is no reason why such an industrial dispute could be raised only by a majority Union. The Central Government was satisfied that an industrial dispute existed or was apprehended between the said workman and the Bank management, and as such the Government referred the dispute in question to this Tribunal. I therefore find that an industrial dispute existed between the Bank management and the workman in question, which has been raised at the instance of the Udupi Taluk Bank Employees Association, even though it is not a majority recognised union of the said Bank. Issue No. 4 as found accordingly.

ISSUES NOS. 2 and 3

10. According to the said workman, after his services were terminated by the Bank on 10-7-1985 he had approached the Bank of Baroda Employees' Union, Bombay, which is affiliated of All India Bank of Baroda Employees' Federation for redressal of his grievance, but that Union, instead of helping him, refused to espouse the cause on his behalf. The workman has produced the necessary letter dated 25-3-1987 (Ex. 8) signed by the Organising Secretary of The Bank of Baroda Employees' Union, Bombay. The said letter stated that the Union was not inclined to take further steps in the matter. As such the workman was required to approach the other Union, i.e. Udupi Taluk Bank Employees Association. According to the workman the President of that Udupi Taluk place at Udupi and as such he approached that Association. According to the workman, the President of that Udupi Taluk Bank Employees' Association firstly took up the case with the Assistant Labour Commissioner (C) Mangalore. Thereafter the papers were forwarded to the Assistant Labour Commissioner (C), Bombay before whom the conciliation proceedings were held, which ended in failure. I therefore find that Udupi Taluk Bank Employees' Association was quite competent to raise the industrial dispute in question on behalf of the workman.

11. Further, as urged on behalf of the workman, the said Udupi Taluk Bank Employees' Association is a union of Bank employees and that Union is affiliated to the All India Bank Employees Association, which is a representative union of the Bank employees in the country. Therefore, that Union was quite competent to raise the dispute in question on behalf of the workman. As held by the Supreme Court in the case reported in 1961 I L.L.J. page 334 (State of Bihar Vs. Kripa Shankar Jaiswal), a dispute becomes an industrial dispute even where it is sponsored by a union which is not registered. Further it has been held by the Supreme Court in the case reported in 1960 II L.L.J. page 37 (Newspapers Ltd Vs. State Industrial Tribunal, Uttar Pradesh) that it is not necessary that a registered body should sponsor a workman's case to make it an industrial dispute and once it is shown that a body of workmen, either acting through their union or otherwise, had sponsored a workman's case it becomes an industrial dispute. It has been held by the Supreme Court in the case reported in 1965 I L.L.J. page 668. Workmen of Dharampal Premchand (Saugandhi) and Dharampal Premchand (Saugandhi) that it is conceivable that the workman of an establishment have no union of their own and some or all of them join the union of another establishment belonging to the same industry. In such a case, if the said union takes up the cause of the workmen working in an establishment it would be unreasonable to hold that the dispute does not become an industrial dispute, because the union which has sponsored it is not the union exclusively of the workmen working in the establishment concerned. It was further held in the said case that the object of trade union movement is to encourage the formation of larger and bigger unions on healthy and proper trade union lines, and this object would be frustrated if industrial adjudications were to adopt the rigid rule that before any dispute about wrongful dismissal can be validly referred under S 10(1) of the Act, it should receive the support of the union consisting exclusively of the workmen working in the

establishment concerned I, therefore, find that the Udupi Taluk Bank Employees' Association was quite competent to raise the industrial dispute in question on behalf of the said workman. As such the President of that Union was also competent to espouse the cause on behalf of the said workman before this Tribunal.

12. According to the Bank management there is no evidence on record to show that the said Udupi Taluk Bank Employees' Association has been authorised by its members to take up the cause of the said workman. It is true that no such evidence has been placed on record. However, Section 114 of the Indian Evidence Act lays down that the Court may presume the existence of any fact which it thinks likely to have happened regard being had to the common course of natural events, human conduct and public and private business, in their relation to the facts of the particular case. Further, under Section 114(e) and (f) the Court may presume that judicial and official acts have been regularly performed and that the common course of business has been followed in particular case. Therefore, the presumption in the instance case is that the said Udupi Taluk Bank Employees' Association has been duly authorised by its members to espouse the cause of the said workman. Issues Nos. 2 and 3 are therefore found accordingly.

P. D. APSHANKAR, Presiding Officer

[No. L-12012/129/87-D.II(A)]

का.प्रा 100—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ग्राफ इंडिया के प्रबंधन के सबब नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-90 को प्राप्त हुआ था।

S.O. 100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on 13-12-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

(PRESIDING OFFICER : JUSTICE S. N. KHATRI)
Reference No. CGIT-23 of 1988

PARTIES :

Employers in relation to the Management of Bank of India,

AND

Their Workmen

APPEARANCES :

For the Management—Shri R. B. Pitale, Advocate.

For the Workmen—None present.

INDUSTRY : Banking STATE : Bombay
Bombay, dated 4th December, 1990

AWARD

The Central Government has referred the following industrial dispute to this Tribunal for adjudication under section 10 of the Industrial Disputes Act, 1947.

"(i) Whether the action of the management of Bank of India employing Shri A. C. Mhapsekar on permanent basis on 3/4 scale and thereby reducing his emoluments which he earned while working on daily wages is justified? If not, to what relief is the workman entitled?"

"(ii) Whether the action of the management of Bank of India in allowing Shri A. C. Mhapsekar to do the work of daftry carrying special allowance and

having done the work not paying him the special allowance is justified? If not, to what relief is the workman entitled?"

2. The reference was kept for final hearing. First on 10-10-90. and thereafter adjourned for 6-11-90 and today On all the three dates, the workman and his representative remained absent. It appears they are not interested in pursuing the reference. In absence of any materials, I hold that the workman has failed to establish that the action of the Management is unjustified. Eventually he is not entitled to get an relief. The reference is disposed of accordingly in his default, without any orders as to costs.

S. N. KHATRI, Presiding Officer
[No. L-12012/440/87-D.II(A)]

का.प्र. 101.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धन के संरक्षित नियोजकों और उनके कर्मचारों के बीच, ग्रुप में निर्दिष्ट औद्योगिक विवाद में प्रौद्योगिक अधिकरण, भुवनेश्वर के तत्त्व को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-90 के प्राप्त हुआ था।

S.O. 101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government on 17-12-90.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

PRESENT :

Shri S. K. Misra, LL.B.
Presiding Officer,
Industrial Tribunal,
Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 26 OF 1988 (Central)

Dated, Bhubaneswar, the 6th December, 1990

BETWEEN :

The Management of Punjab National Bank, Buxi Bazar, Cuttack.

.....First Party—Management.

AND

Their workman Sri P. K. Mallik,
represented through the All
Orissa Punjab National Bank
Shramik Union, Buxi Bazar,
Cuttack.

.....Second Party—Workman.

APPEARANCES :

Sri R. S. Sahat, Assist. Manager (Personnel), Punjab National Bank—For the First Party—Management

1. The workman himself 2. Sri S. K. Das, President of All Orissa Bank Employees Federation—For the Second party—workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred upon them by clause (d) of sub-section (1) of Sect on 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their order No L-12012/615/87-D II(A) dated 26-7-88 have referred the following dispute for adjudication by this Tribunal:—

"Whether the action of the management of Punjab National Bank, Cuttack Branch in depriving Shri P. K. Mallik from getting officiating allowance for officiating charges w.e.f. 11-11-86 is justified? If

not, to what relief is the workman concerned entitled?"

2. Sri P. K. Mallik joined the Punjab National Bank as a Clerk on 22-3-80. He worked as a Clerk-cum-Cashier in the Cuttack branch of the Punjab National Bank since 1982. He was allowed to officiate in the post of Special Assistant carrying a monthly allowance of Rs. 456 on the days when the regular incumbents remained on leave or otherwise remained absent. This privilege was, however, withdrawn from him subsequently with effect from 11-11-86 and he was not allowed to officiate in the post of Special Assistant carrying the allowance as aforesaid from the said date and this privilege was allowed to one Sri S. K. Patnaik who was junior to him in term of length of service. The All Orissa Punjab National Bank Shramik Union raised a dispute in the matter which was ultimately referred for adjudication by this Tribunal.

In the statement of claim filed on behalf of the second party-workman, it is alleged that in terms of the provisions of the settlement made between the Management of the Punjab National Bank and All India Punjab National Bank Employees Federation in the year 1984 he was allowed to officiate in the post of Special Assistant carrying a monthly allowance of Rs. 456 on the days the regular incumbents in higher posts remained on leave or remained absent otherwise but this was abruptly, stopped with effect from 11-11-86 and a Clerk junior to him was given the said benefit. Such action of the Management according to Sri Mallik, is illegal in the absence of a notice.

3 The Management of the aforesaid Bank in a very long written statement contended that there is nothing wrong in the action taken by the Management in the matter. According to the Management of the Bank, as per the Rules prevailing in the Bank whenever, a member of the supervisory staff or an employee drawing special allowance remained absent or proceeded on leave, then an employee in the Clerical cadre is allowed to officiate in his place on the basis of seniority, which is determined on the basis of priority marks secured by the employees of the Clerical cadre working in the Branch/Office/Division which is taken as a unit. Sri P. K. Mallik, it is stated, who is working in the Clerical cadre at the Branch Office at Cuttack used to be allowed to officiate in place of Officers in JMG Scale-I whenever any of them remained on leave or remained otherwise absent on the basis of his length of service and not on the basis of priority marks. This was detected in the year 1986 and therefore the chance given to him to officiate as above was discontinued with effect from 11-11-86 and such chance was allowed to one Mr. S. K. Patnaik who had secured higher priority marks than Sri Mallik. The manner of determining the priority marks in respect of each such employee is stated in details in the written statement and it is pointed out therein that Sri Mallik who is a Graduate and who had put in five years of service as on the relevant date i.e. on 1-1-86 secured 7 priority marks while Sri Patnaik an M.A. LL.B. who had put in four years service secured 8 priority marks on the basis of his higher education. In consideration of the above aspect as per the prevailing rules, Sri Patnaik was given chance to temporarily officiate in posts carrying special allowance while such chance which was being given to Sri Mallik was discontinued.

On the basis of the above facts the Management of the Bank justified its action

4 The issues which arose for consideration in the proceeding are:—

(1) If the action of the Management of Punjab National Bank Cuttack Branch in depriving Sri P. K. Mallik from chances to officiate in the post of Special Assistant with effect from 11-11-86 is justified?

(2) If so, to what relief Sri Mallik is entitled?

5. From the pleadings of both parties, it becomes evident that the sole grievance of the workman Sri Mallik is that with effect from 11-11-86 the facility which was being allowed to him to officiate in allowance carrying post against temporary vacancies was withdrawn and the said facility

was extended to a person who is junior to him. From the facts stated in the written statement of the First Party—Management and also from the documents exhibited in this proceeding, it becomes clear that the second party refers to Sri S. K. Patnaik, who was junior to him in term of the length of service put in by him, who was allowed to temporarily officiate in allowance carrying post with effect from 11-11-86 in preference to him.

6. The admitted position which appears from the pleadings of both parties is that the second party—workman had been enjoying the privilege of temporarily officiating in allowance carrying post whenever vacancies arose in those posts since 1982. I may quote the statement made by the First Party—Management in its written statement in this regard—"Shri P. K. Mallik, who is working in the clerical cadre at BO : Cuttack used to be allowed to officiate in place of Officer in JMG Scale-I whenever any of them used to remain absent or on leave on the basis of length of service by the Manager of the concerned branch. In the year 1986 it was detected that Shri Mallik is being allowed officiating on the basis of length of service and not on priority marks as per rules of the Bank. The said officiating chances to him was discontinued w.e.f. 11-11-86 and the same chances were allowed to Mr. S. K. Patnaik, who was having higher priority marks than him".

The workman stated in this connection in his statement of claim—"I was allowed to officiate in the post of Spl. Asstt. carrying a monthly allowance of Rs. 456 per month on the days when the regular incumbent was on leave etc. The Manager of the Punjab National Bank, Cuttack Branch without giving due notice and assigning any valid reasons unjustly deprived (me) from getting promotion to the post of Special Assistant on temporary basis with effect from 11-11-86. This has caused irreparable financial loss and mental agony to me for no fault of my own".

The privilege granted to the second party—workman to temporarily officiate in an allowance carrying post whenever occasion arose for the same can be held to be a condition of service coming within Item No. 8 of the Fourth Schedule of the Industrial Disputes Act, 1947. This privilege which is a condition of service was enjoyed by the second party—workman, rightly or wrongly, for a number of years which was withdrawn with effect from 11-11-86. Certainly, this amounted to a change brought about in the condition of service of the second party—workman which adversely affected him. Thus, before bringing in the change it was required of the First Party—Management to give the second party—workman a notice in the prescribed manner about the change, as envisaged in Section 9-A of the Industrial Disputes Act. This has admittedly, not been done and therefore, it is bound to be held that the change that was effected in respect of the second party—workman with effect from 11-11-86 is illegal in the absence of a notice served on him as required by Section 9-A of the Industrial Disputes Act.

7. In the circumstance, I need not go into the question of rules and procedures prevailing in the concerned Bank relating to giving of officiating chances to employees of Clerical cadre in allowance carrying posts. The First Party—Management may bring about the change, if they feel that it is necessary in view of the existing rules and procedures by complying with the provisions of Section 9-A of the Industrial Disputes Act.

8. In the result, therefore, I would hold that the action of the First Party—Management in depriving Sri P. K. Mallik—second party from chances to officiate in the post of Special Assistant with effect from 11-11-86 is illegal and unjustified in the absence of a notice served on him u/s 9-A of the Industrial Disputes Act.

9. Now coming to the question of relief to which Sri Mallik would be entitled, I find absolutely no evidence adduced before me from which it can be known as to on how many days Sri S. K. Patnaik was allowed to officiate in allowance carrying post during the period from 11-11-86 till now. In the circumstance, no specific amount can be awarded in favour of the second party—workman Sri Mallik for the wrong done to him in depriving him to officiate in the said allowance carrying post since 11-11-86. Considering the cir-

cumstances of this case, I think, interest of justice would be served if Sri Mallik is awarded a sum of Rs. 1,000 as token compensation for the wrong done to him.

10. In conclusion, the reference is answered as below:—

The action of the Management of Punjab National Bank, Cuttack Branch in depriving Sri P. K. Mallik from getting officiating allowance for officiating charges with effect from 11-11-86 is illegal and unjustified. He is entitled to receive token compensation of Rs. 1,000 from the First Party—Management for the wrong done to him.

Dictated and corrected by me.

S. K. MISRA, Presiding Officer
[No. L-12012/615/87-D.II(A)]

का.मा. 102—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ग्राफ इंडिया के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-90 को प्राप्त हुआ था।

S.O. 102.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure to the industrial dispute between the employee's in relation to the Bank of India and their workmen, which was received by the Central Government on 13-12-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT BOMBAY

(Presiding Officer : Justice S. N. Khatri)

Reference No. CGIT-25 of 1988

PARTIES :

Employers in relation to the Management of Bank of India.

AND

Their Workmen.

APPEARANCES :

For the Management : Shr. R. B. Pitale, Advocate.

For the workmen : None present

INDUSTRY : Banking State : Bombay

Bombay, dated 4th December, 1990

AWARD

The Central Government has referred the following industrial dispute to this Tribunal for adjudication under section 10 of the Industrial Disputes Act, 1947.

"Whether the action of the management of Bank of India is not allotting the post of Special Assistant to Shri S. V. Chavan, Clerk, Mandraup Branch, as per provision of Bipartite Settlement dated 19-77 is justified if not, to what relief is the workman entitled?"

2. The reference was kept for final hearing first on 10-10-90 and thereafter adjourned for 6-11-90 and today. On all the three dates, the workman and his representative remained absent. It appears they are not interested in pursuing the reference. In absence of any materials, I hold that the workman has failed to establish that the action of the management is unjustified. Eventually he is not entitled to get any relief. The reference is disposed of accordingly in his default, without any orders as to costs.

S. N. KHATRI, Presiding Officer
[No. L-12012 439/87-D.II(A)]

का.मा. 103—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ग्राफ इंडिया के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारियों के बीच

प्रमुख में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अति-करण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-90 को प्राप्त हुआ था।

S.O. 103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Bank of Maharashtra and their workmen, which was received by the Central Government on 14-12-90.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(23)/1988

PARTIES :

Employers in relation to the management of Bank of Maharashtra, 14 Shakti Niwas, Malviya Nagar, Bhopal-462003 and their workman, Shri G. P. Gupta, Clerk, represented through the Union of Maharashtra Bank Employees Union, Diwan Bhawan, Shri Ram Nagar, Gulauatal, Garba, Jabalpur (M.P.)

APPEARANCES :

For workman : Shri G. P. Gupta himself.

For management : Shri A. K. Yadu, Officer.

INDUSTRY : Banking. DISTRICT : Jabalpur (M.P.).

AWARD

Dated, December 3rd, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012/198/87-D.II(A), dated 29th February, 1988, for adjudication of the following dispute :—

“Whether the action of the management of Bank of Maharashtra in not considering the transfer of Shri G. P. Gupta, Clerk, from Eklehra Branch to Jabalpur Regional Office on administrative basis and denying the benefit of transfer allowance to him is justified? If not, to what relief is the workman entitled?”

2. The facts of the case are that the workman, Shri G. P. Gupta, joined the services of the Bank as a Clerk at Eklehra Branch with effect from February 1980. The workman concerned made a request for transfer to the proper authority for Jabalpur. He was thereafter transferred to Jabalpur. He has not been given the transfer benefits. That apart, he has been posted at the Regional Office, Jabalpur.

3. According to the workman, he was eligible for request transfer and made an application in the prescribed proforma to the competent authority and the competent authority transferred him to Jabalpur Branch vide Order No. AXI/ST/281 dated 19-10-82. He was transferred from Eklehra to Jabalpur Branch. He was accordingly relieved by order of the Branch Manager dated 20-11-1982. After being relieved he reported to the Jabalpur Branch on 30-11-1982 but in the meanwhile Divisional Manager, Jabalpur vide another order dated 26-11-1982 instructed him to report to Divisional Office instead of Jabalpur Branch. Thus the transfer order issued by the competent authority i.e. the Divisional Manager, Staff, Central Office, Pune, could not be materialised in toto because the Divisional Manager, Jabalpur changed the order of the competent authority and as such his services were transferred from Eklehra to Divisional Office and not from Eklehra to Jabalpur Branch. The Divisional Manager Jabalpur was not competent to change the above order. He has also not been paid the T.A. and D.A. despite request. Thus not only the transfer order was changed but the benefits arising out the transfer order were denied to him. The workman has prayed that the order dated 26-11-1982 be treated as administrative order and not transfer order on the request of the workman and direct the Bank to give all

the benefits which ought to be received by the workman transferred on administrative grounds.

4. In substance management has denied all the averments made by the workman. The workman wanted his transfer to Jabalpur and he was transferred to Jabalpur. There is no violation of the earlier order, his request for transfer to Jabalpur city was fulfilled in toto and therefore he is not entitled to the benefits as claimed by him. As such reference is liable to be rejected.

5. Both the parties have filed various documents. Workman has mainly relied on para 540 of the Sastry Award in support of his contention. We will first look into the documents filed by both parties to find out the correct position of facts and law.

6. Ex. M/1 is the application dated 25th September, 1982 according to which the workman had requested the Divisional Manager, Bank of Maharashtra, Staff and I.R.C.O. Pune for his transfer to Jabalpur Branch and in the alternative he expressed no objection if he is transferred to Divisional Office, Jabalpur. This request of transfer to Divisional Office Jabalpur has the caption “Request transfer to Divisional Office, Jabalpur” and it referred to earlier application dated 21-8-1981.

7. Ex. M/2 is not eligible and cannot be read properly. I must express my displeasure and to say that even the banks are so irresponsible that they do not file legible documents (photo copies) even before the Tribunal. This practice should be deprecated and condemned and the copy of this part be sent to the Head Office of the Bank.

8. Ex. M/3 is the order of transfer dated 19-10-1982 of the workman concerned according to which the Divisional Manager, Staff and I.R. transferred the workman from Eklehra Branch to Jabalpur Branch as a Clerk. This order refers to his application dated 28-6-81 (month is not legible).

9. Ex. M/4 is the order of the Divisional Manager (order does not disclose as to which place this Divisional Manager belongs), according to which the workman was asked to report to its Divisional Office as per the Central Office Order No. AXI/ST/281 dated 19-10-1982.

10. Ex. M/5 relates to the procedure for request transfer. This is dated 16th November, 1983. It contains Memo of Settlement under the provisions of the I.D. Act. This decision obviously took place on 31st October, 1983 much after the transfer of the workman concerned and hence this Agreement would not be applicable to this case though as per para 8 of the Settlement no T.A. and D.A. will be paid in case of transfer made at the request of the employees.

11. Ex. W/1 is another incomplete copy of Ex. M/4.

12. Ex. W/2 is the copy of the application of workman dated 13-8-86, according to which he had again requested for T.A. and D.A. and other transfer benefits because according to him he has been transferred on administrative grounds.

13. Ex. W/3 is a document dated 27-11-82 relating to policy governing request transfer of the workmen. Para 6 of Ex. W/3 is as follows :—

“6. In view, however, of the non-feasibility of implementing the transfer policy and procedure as enunciated in the circular dated 1-10-1978, the Bank has decided not to effect any transfer on request of the workmen after 27-3-82 till a fresh policy is formulated. A notice of change in service conditions as required by law is simultaneously given.”

But this workman was transferred before a fresh policy was formulated in relation to request transfer. It was obviously formulated as per the Annexure of Settlement Ex. M/5.

14. Ex. W/4 is the Chapter 14 of “Travelling Expenses on transfer”. This document has not been disputed. I need not reproduce this document but this document relates to modification of Sastry Award and Desai Award and First Bipartite Settlement dated 29th October, 1966. It has partially modified para 540 of the Sastry Award.

15. If all the factors are viewed together the following situation emerges :—

(a) There was a direction as per Ex. W/3 dated 27-1-82 to the effect that the Bank has decided not to affect any transfer on the request of the workmen after 27-3-82 till a fresh policy is formulated in relation to request transfers of workmen.

(b) This policy was formulated as per Memo of Settlement dated 31-10-1983 (Annexure of Ex. M/5) according to which no T.A. and D.A. was to be paid in case of transfers made at the request of the employees.

(c) Ex. M/1 and Ex. M/3 disclose that the workman had moved an application for his transfer on 21-8-81 or (28-6-81) and again requested on 25-9-82 as per Ex. M/1 for his transfer to Jabalpur Branch or the Divisional Office, Jabalpur.

(d) As per Ex. M/3 the workman was transferred to Jabalpur Branch vide order dated 19-10-82 by the Divisional Manager, Staff and I.R. Pune.

(e) This order was intercepted by the Divisional Manager as per Ex. M/4 and he was asked to join at the Divisional Office.

(f) Irrespective of the fact that the original order was intercepted in substance it was a request transfer but till then no policy as such was formulated that T.A. and D.A. will not be allowed on request transfer. This by implication in the context of Ex. W/3 follows that the workman being a clerk is a member of the subordinate staff is entitled to T.A. and D.A. etc. as per Ex. W/4.

16. I accordingly hold that the workman is entitled to T.A. and D.A. etc. as per rules though it was a request transfer.

17. Reference is answered accordingly.

V. N. SHUKLA, Presiding Officer
[No. L-12012/198/87-D.II(A)]

का.प्र. 104—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बरोडा के प्रबन्धन के संबंध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE SHRI N. A. CHAUHAN, CENTRAL INDUSTRIAL TRIBUNAL, GUJARAT AHMEDABAD

Ref : (ITC) No. 1/89

BETWEEN

Bank of Baroda, Kheda.—1st Party,
AND

Its workmen—2nd Party.

Whether the action of the 1st party Bank in terminating the services of Shri H. G. Modi, is proper or not?

Advocate for the 1st party—Shri K. V. Shah.

Advocate for the 2nd party—Sarvashri M. H. Shaikh and V. K. Masher

JUDGEMENT

1. The present reference under Section 10(1)(Gh) of the Industrial Disputes Act, 1947, which will hereinafter be referred to as the Act of 1947, was entrusted for adjudication of the industrial dispute between the parties to the Industrial Tribunal at Ahmedabad, vide order No. L 12012/368/88-D-2-A dated 3-1-1988, by the Ministry of Labour, Government of India.

Since our Tribunal is handling the work of the said reference at Ahmedabad, the same has been entrusted to us.

2. The industrial dispute between the parties for adjudication is such that the 1st party Bank has terminated Shri H. G. Modi from service whether the said action is proper or not and by not continuing him in service, whether Section 25-H of the Industrial Disputes Act, 1947, has been infringed or not?

3. The fact of the case is such that the said employee Shri H. G. Modi was employed by the 1st party Bank at Anand Branch for some time as daily wages. Thereafter, he has neither been continued on daily wages in the service nor has he been taken in service as a permanent employee. Therefore, he lodged a complaint to that effect before the Labour Commissioner of the Central Government and for that present reference has been made to adjudicate his demand.

4. The said employee Shri Modi has submitted the statement of demand at Exh. 8 and stated that he had been informed that there was a vacancy of the sub-ordinate staff at Anand branch of the 1st Party Bank and he had applied for the same. Thereupon he was called for interview, enquired of personally and was engaged on 19-9-87 at Rs. 20 per day. At the time of appointment, undertaking as taken that he will have to work on Sundays and holidays, but he will not get wages for the same. But Sundays and holidays will be taken into consideration for his service and that he will be recommended to be taken permanently on completion of 90 days. The officer appointing him that if he worked for more than the time fixed, the same will be taken into consideration to making him permanent. The applicant had commenced to work as such due to helplessness and he also worked beyond the working hours of the Bank i.e. 10.30 to 6.00 and during that period he has been paid wages at the rate of Rs. 10 per day. As such he worked for 96 days when suddenly on 3-1-1988, he was unilaterally informed that he was not required thenceforth. Before informing him as such, no notice was issued to him, nor was he paid any remuneration in lieu of notice and he was not paid any retrenchment allowance as well. Therefore, the action of his termination is illegal because he has worked for more than 90 days and after terminating him other persons have been taken on work. In addition the submission of the applicant is such that he was not informed that he was taken as a casual labourer and he was not given any appointment letter also. And after terminating him other persons have been recruited. Therefore, the action of terminating him is illegal and he should be re-instated to his original post with full back wages.

5. The 1st party has objected to the demand by filing written reply as per Exh. 1. The submission of the Bank is such that the Bombay Shop Establishment Act is not applicable to him and 1947 Act is applicable to him and the provisions of bipartite settlement arrived at with the Bank employees are applicable to him. The submission of the Bank on merits is such that necessity had arisen for a man to do miscellaneous work and, therefore, the said employee was called for daily work as and when there was such work on daily wages, and he was paid according to type of work and the period of work. Accordingly he was engaged for 83 days. As per the submission of the bank when the employees of the bank sat during closing, a person was needed to get tea, water, etc., and for similar work. As such the said employee was engaged as and when the bank employees sat for the closing work and he was clearly told that he was taken as a casual labourer on daily wages and he has duly been paid for the number of days for which he worked. The said wages have been paid on voucher. And as such, he has worked only for 83 days. As per the submission of the bank no interview of the person was taken, nor has any undertaking taken as stated by the employee. Also no undertaking has been given that he will be taken as a permanent employee on a permanent vacancy falling. All these facts have been fabricated.

6. The applicant, said concerned workman, has examined himself as per Exh. 20, in support of his submission; whereas the 1st party Bank has examined Shri Harshvadan Stampwala, an Officer of the Bank as per Exh. 22 and Shri Kanubhai C. Shah, who had at that been working at Anand Branch as Chief Manager as per Exh. 23. In support of their submissions, the parties have relied on some written evidence which will be referred to at the appropriate time.

7. As per the submission of the parties, the first dispute between the parties is such that whether the Shop Establishment Act is applicable to the Bank or not? The second dispute between the parties is that whether the concerned workman has worked for 96 days or not? The submission of Shri Masher, advocate for the concerned workman, is such that as the Shop Establishment is applicable to the 1st party Bank and as the concerned workman has worked for more than 90 days, it was necessary to give him seven days notice before termination and as no such notice is given, the action of terminating him becomes illegal. Against this, the submission of advocate Shri K. V. Shah is such that the concerned workman has worked for 83 days only and the Shop Establishment Act is not applicable to the 1st party Bank.

8. As a result, the first question that has to be decided is whether the Shop Establishment Act is applicable to the 1st party Bank or not? The submission of Shri Masher is such that as per the judgement delivered by the Bombay High Court in the matter of Kalyanpur Keshav Vs. Corporation Bank Bombay Shop Establishment Act is even applicable to the nationalised bank. Against this the submission of Shri K. V. Shah is such that the Government of Gujarat has exempted all the branches of the banks situated in the Gujarat State from Bombay Shop Establishment Act. The Bank has submitted the said notification with the note of Exh. 26. The letter denoting that the said notification has been published in the Gujarat Government Gazette is submitted with the note of Exh. 27. This notification and the letter publishing the same were submitted later and, therefore Shri Masher was given time after confirming the same and Shri Masher had stated that notification of this type has been issued by the Government of Gujarat and, therefore, the submission of the 1st party Bank that the branches of the 1st party Bank situated in the State of Gujarat have been exempted from the provisions of the Shop Establishment Act, has become acceptable. In these circumstances, the decision of Bombay High Court that Bombay Shop Establishment Act is applicable to Corporation Bank. From this judgement it cannot be decided that Bombay Shop Establishment Act is applicable to the Anand branch of the 1st party Bank, because as per the Shop Establishment Act, the State Government is authorised that it can exempt the establishment it desires from that Act and accordingly, all commercial banks in the State of Gujarat have been exempted from the Shop Establishment Act. As a result, the submission made to the effect that the provisions of the Bombay Shop Establishment Act are applicable to the 1st party Bank, cannot be accepted. As stated above, Shri Master also agrees that as exempted by the Government of Gujarat through the notification, Bombay Shop Establishment Act is not applicable to the branches of the 1st party Bank situated in the State of Gujarat.

9. As stated above, since the Bombay Shop Establishment Act is not applicable to the 1st party Bank, it is not necessary to decide whether the concerned workman has worked for 93 days on daily wages or for 83 days. Even if the concerned workman is decided to have worked for 93 days, he does not become eligible to notice before retrenchment or to any wages in lieu of notice or any retrenchment compensation under the provisions of Section 25-F of the Act of 1947, because he has not worked for 240 days on daily wages. But when evidence to this effect has been submitted by the parties it will be proper to come to the conclusion after discussing the same in brief.

10. The concerned workman has submitted that he has worked for 93 days, whereas the Bank has submitted that he has worked for 83 days only. It is to be informed in this connection that on whatever days the applicant workman has worked, he has been paid the wages for those days, and all the vouchers for the said wages have been submitted by the 1st party Bank as per Exh. 18. On examining the said vouchers it is found that the concerned workman was called for work on 83 days only but the concerned workman was made to work on some days during the day as well as at night. Therefore he was paid double wages for those days. On that account the concerned workman has been paid wages for 93 days. But in fact, the concerned workman was called for work only on 83 days and on some days he was made to work during the day as well as at night and, therefore, he has been paid double wages for those days. But as the said workman was made to work during the day as well as at night, it cannot be said that he was kept for

work on two days. Reckoning the number of days of his work, it can be taken as only one day. But on a day he was made to work for more time than fixed and, therefore, he was paid double wages for the same. As a result, the submission of the concerned workman that he was made to work for 93 days cannot be accepted. In fact he was made to work on 83 days only but some days are such that he was made to work during the day as well as at night. Therefore, total wages equal to 93 days was paid to him. It becomes clear from the evidence submitted by the parties that the concerned workman was called for daily wages during the month of October, 1987, during the closing work for miscellaneous work. The concerned workman has been paid wages at the rate of Rs. 20 per day for the number of days on which he has worked. As accepted by the applicant workman, his name was not entered in the attendance register of the Bank. As accepted by the concerned workman, at that time peons did work in the Bank, but for the closing work the Bank needed men for fetching tea, etc., for the employees of the Bank, for which the concerned workman was kept for work. Against this the concerned workman submits in his statement that he had applied and he was interviewed and he was taken up in the service. But these facts appear to be too far from the truth. In his statement the concerned workman states that he was interviewed by Stampwala and he was assured that he would be taken up as a permanent employee. But Stampwala has been examined by the Bank and Stampwala states that at that time he was working in Accounts. He had no power even to engage anybody as a daily wage. The Chief Manager had the power to engage a daily wage. In these circumstances the submission of the concerned workman that he was taken up after being interviewed and that he was assured that he would be taken to as permanent appears to have been fabricated simply to get sympathy of the Tribunal. It is necessary to note here that as per the regulations of the 1st party Bank no Branch Manager or the Chief Manager has any power to engage any employee. All the categories of employees of the Bank are appointed by the Central Office of the Bank only. In such circumstances, it is not acceptable that the Chief Manager of Anand branch or any other officer may give an assurance to the concerned workman of that type. It is also not acceptable that the concerned workman may give more importance to such an assurance. As a result, it is clear from the evidence that the Bank needed a person for fetching tea, etc., for the staff during the closing work, for which the concerned workman was taken up for that miscellaneous work. The work which was being taken from the concerned workman is not the permanent work of the Bank. This work seldom arises and also ends quickly and the man of this type is given the benefit for the facility of the staff. The presence of the man of this type is not needed when the staff of the Bank is performing the closing work. But if some manager feels that it is in the interest of the Bank that arrangement for tea, snacks, etc., is made at the place of work of the staff performing the closing work, so that the time spent by the staff in going out for tea, snacks, etc., is saved. It appears that the concerned workman was engaged by the Manager of the Bank by taking the above facts into consideration. As a result, the work for which the concerned workman was engaged cannot be said to be the permanent work of the Bank. It is necessary to note here that the concerned employee Modi accepts in his examination the work which he was doing is not continuing at present but the peons are continuing. In these circumstances, it cannot be said that the provisions of Section 25-F of the Act of 1947, have been infringed. As per the provisions of the said Section, if some employee has been retrenched and the post on which the said employee was working is occasioned to be filled in later, the employee who has been retrenched stands the first change to that. In our case, as stated above, the work which was being taken from the concerned workman was miscellaneous work it was not necessary work in the activity of the 1st Party Bank; it is not the submission of the concerned workman that any other individuals have been engaged for the said work after terminating the concerned workman. In such circumstances it cannot be said that the 1st party Bank has infringed Section 25-H. In such circumstances, the demand put forth by the concerned workman cannot be accepted.

11. The submission of Shri Masher is such that the concerned workman was terminated by an oral order; therefore, decision may be taken that he was retrenched. In support

of his submission, Shri Masher relies on the judgment delivered by Patna High Court in the matter of 'State Bank of India Vs. The Union of India', which judgement has been published at page No. 623 of Lab. I.C., 1989. The fact of the said matter was such that the employee in that matter was engaged by the bank on a permanent post as Chowkidar-cum-Manager and he was transferred after he had worked for about three years and thereafter he was stopped from working. In the said matter, the submission of the bank was such that the applicant had withdrawn more amount than the amount at his credit in his account on forged document and, therefore, he was not taken on duty. In these circumstances, the High Court had taken a decision that he was terminated by oral order, it may be reckoned as having been retrenched and before doing so he should be paid retrenchment compensation and notice of the retrenchment should be given or salary in lieu thereof. And since this procedure has not been followed, the oral order of termination becomes illegal. In our case, as stated above the concerned workman is not eligible for any retrenchment compensation; neither is he eligible for any notice of retrenchment. He was engaged by the Bank as a daily wager for miscellaneous work and when the said miscellaneous work was not necessary, at the end of the said miscellaneous work, the daily wager was terminated. It cannot, therefore, be said that the Bank retrenched him illegally.

12. Shri Masher has relied on a judgement delivered by our High Court in the matter of 'Kheda District Central Co-operative Bank Ltd. Vs. Bhargav Vyas' which judgement has been published at page No. 379, of the Gujarat Law Herald, 1984. The submission of Shri Masher is such that our High Court has given a decision, that the employee who has not been given the appointment letter has been engaged on probation. The decision of the said judgement is given on the merits of that matter. In our case, the concerned workman was engaged as daily wager for miscellaneous work, which is not the general work of the Bank. In the case before the Gujarat High Court, the employee had applied for the post of a clerk and he was selected after calling him for the interview and he was engaged in service in the category of a clerk on monthly salary. The said employee was informed to submit surety bond before joining the duty and accordingly he had furnished the surety bond and thereafter he reported for duty on 5-5-1980. And thereafter his services were terminated by a written order from 31-1-1981. The said employee was not issued any letter of appointment and therefore, problem had arisen as to what category of employee he was to be reckoned and in that connection our High Court had taken a decision that he should be taken as having been appointed on probation. In our case, the concerned workman was not engaged on any permanent post as stated above. He was engaged as a daily wager only. In such circumstances, it cannot be decided that he was engaged on a permanent post on probation.

13. The submission of Shri Masher is such that after the termination of the said employee, new ones have been appointed in the Ahmedabad branch and therefore, the concerned employee is eligible for reinstatement in service. It cannot be agreed with this submission. As stated above the concerned employee was engaged as a daily wager for miscellaneous work. In such circumstances because the concerned employee was engaged for miscellaneous work during certain period the Bank does not become liable to give him appointment on the permanent post of a person. As a result, the demand put forth by the concerned employee that he should be re-instated in service on his original post with full back wages cannot be accepted. As a result the order as under is being passed in this reference :

ORDER

14. The concerned employee Shri Modi is not eligible for any relief and thus this reference shall be treated as disposed of. It does not seem necessary to pass any order as to costs.

NARANSINH CHAUHAN, Central Industrial Tribunal
16-8-90.

Sd/- G. J. Dave,
Secretary,
Ahmedabad
Dt. 16-8-1990.

[No. L-12012/368/88 D.II(A)]

नई दिल्ली, 26 दिसम्बर, 1990

का.आ. 105.—आद्यौषिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धन में से गवर्नर निवासी श्री उमर कर्माणी के बीच, अनुबंध में निर्दिष्ट आद्यौषिक विवाद में केन्द्रीय सरकार आद्यौषिक अधिकरण, अहमदाबाद के पंचवट का पकाशित करता है, जो केन्द्रीय सरकार का प्राप्त हुआ था।

New Delhi, the 26th December, 1990

S.O. 105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Ahmedabad as shown in the Annexure in the Industrial dispute between the employers in relation to the Life Insurance Corporation of India and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE SHRI N. A. CHAUHAN, CENTRAL INDUSTRIAL TRIBUNAL, AHMEDABAD

Reference (ITC) No. 63/87.

Life Insurance Corporation of India, Ahmedabad.

First Party.

AND

Its Workmen.

Second Party.

Re : Whether the action of the first party, Corporation, of terminating the services of Shri Ramesh Chandra B. Ajmeri, is legal and proper.

JUDGEMENT

1. The present reference was sent for adjudication to the Industrial Tribunal at Ahmedabad, of the industrial dispute between the parties, as per order No. L-17012/14/87-D. 4(A), dated 27-11-1987, by the Labour Ministry of the Government of India, under Section 10(1) (xh) and 12-A) of the Industrial Disputes Act, 1947, which will be referred hereafter as the Act of 1947; which reference has been allotted to us.

2. The industrial dispute between the parties is such that whether the action of the Life Insurance Corporation of India, Ahmedabad, of terminating the services of Shri Rameshchandra B. Ajmeri, is legal and proper? If not, to what relief the concerned workman is entitled?

3. In this reference, the second party, workman, has submitted his statement of demand vide Fxh. 7; whereas the first party, Corporation, has submitted its written reply vide Fxh. 11, and objected. Thereafter, both the parties to this reference have jointly submitted a surshis containing the conditions of compromise vide Fxh. 29 and have stated that as there has been compromise in this matter between the parties, the award may kindly be passed on those lines. Taking into consideration the conditions of compromise in special circumstances, we also feel that they are reasonable and the advocates accept that there has been compromise between the parties accordingly. The said surshis of the compromise has been signed by the concerned workman as also by the Senior Divisional Manager of the first party. As a result, the award has to be passed accordingly. As a result, in this matter, (reference) the following order is being passed :

ORDER

4. With regard to the demand made on behalf of the second party in this reference, both the parties shall have to act as per the conditions of the compromise vide Fxh. 29. Fxh. 29 will have to be reckoned as a part of this

judgement. No order is passed with regard to cost.

NARANSINH CHAUHAN, Central Industrial Tribunal

Dated : 8-3-1990.

Sd/- G. J. DAVE, Secy.
Ahmedabad,
Dated : 8-3-1990.

[No. L-17012/14/87-D. 4(A)]

V. K. VENUGOPALAN, Desk Officer.

APPENDIX

BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL AT AHMEDABAD.

REFERENCE ITC 63/87.

First Party : Life Insurance Corporation of India,
Ahmedabad Office.

AND

Second Party : R. B. Ajmeri.

TERMS OF SETTLEMENT

- (1) That in view of the assurance given by the Second Party to discharge his duties diligently, sincerely, faithfully and to the utmost satisfaction of the First Party Corporation, the First party has agreed to reappoint Second Party workman with the fresh date of joining.
- (2) The fresh appointment of the Second Party will be in accordance with the existing rules of the First Party Corporation. The appointment will be done within 45 days from the date of recording the settlement.
- (3) The Second Party in consideration of the appointment will not claim any thing towards back wages for the intervening period. The claim of continuity of service is expressly not entertained by the First Party Corporation and hence Second Party is not entitled to claim any benefits of whatsoever nature for the intervening period.
- (4) However, it is made clear that any repetition of misconduct of unauthorised absence on the part of Shri R. B. Ajmeri would be viewed seriously entailing imposition of an extreme penalty.
- (5) This is the full and final settlement between the parties. The terms of settlement are read over and explained to the parties.

The parties jointly request the Hon'ble Tribunal to pass as award on the basis of above terms of settlement.

Ahmedabad : 2-3-1990.

नई दिल्ली, 14 दिसम्बर, 1990

का.प्रा. 106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गिरमिन्द कायरी आफ मै. इस्टर्न कोलफील्ड्स लि, पोस्ट चरनपुर जिला बर्दवान के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचपट का प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-90 को प्राप्त हुआ था।

New Delhi, the 14th December, 1990

S.O. 106.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Girmint Colliery of M/s. Eastern Coalfields Ltd. i.e. Post, Charan Pur, Distt. Burdwan and their work-

men, which was received by the Central Government on the 13-12-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 3/88

PRESENT

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the management of
Girmint Colliery of M/s. Eastern Coal-
fields Ltd.

AND

Their Workmen.

APPEARANCE :

For the Employers—Sri P. K. Das, Advocate.

For the Workmen—Sri Ranjit Roy, One of the
concerned workmen.

INDUSTRY : Coal. STATE : West Bengal

Dated, the 27th November, 1990

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-24012(129)/87-D.IV(B) dated the 12th January, 1988.

SCHEDULE

"Whether the action of the Management of Girmint Colliery of M/s. E.C. Ltd., P.O. Charanpur, Dist. Burdwan was justified in not upgrading from Tech. Grade C to Tech. Gr. B S/Shri Ranjit Roy, Rahim Mian, Sk Nazu, M. M. Ansari, Abdul Rehman, Parimal Das, Badruddin, Chitta Biswas, Samsuddin, Bikan Turi, Abdul Rafique, Talib Hussain, Bansidhar Pati and Jiban Chakraborty w.e.f. 1-5-1982 ? If not, to what relief the concerned workmen are entitled ?"

2. The case of the union in brief is that the concerned 14 workmen of the instant Reference got their initial appointment in various Electrical & Mechanical Trades during the period of erstwhile management of M/s. Bengal Coal Co. Ltd., on various dates as shown below :

Group 'A'

S. No.	Name of workmen	Date of Appointment
1.	Ranjit Ray	1959
2.	Rahim Main	1956
3.	S.K. Naze	30-3-54
4.	M.M. Ansari	July, 1953
5.	Parimal Das	19-11-52
6.	Abdul Rehman	2-9-1952
7.	Badruddin	6-12-63
8.	Chirto Biswas	23-12-52
9.	Samsuddin	1947
10.	Bhiken Turi	2-9-54
11.	Rafique Mian	27-6-1955
12.	Talib Hussain	16-2-56
13.	Banshidhar Pati	1953
14.	Jwan Chakravarty	11-3-53

Similarly another Group of 10 workmen got appointment in different categories of Electrical and Mechanical Trades of the same management on different dates as shown below :

Group 'B'

1.	Ghata Bouri	1747
2.	Rashidul Sharma	14-7-55
3.	Nanigopal Das	19-11-52
4.	Kanailal Singh	16-7-53
5.	Nabi Hussain	16-2-54
6.	Binn Acharya	April, 1958
7.	Md. Jon	8-4-61
8.	A. Mannan	2-7-53
9.	J.R. Ganguly	1961
10.	Sunit Mondal	14-2-53

All the above 24 workmen described in Group A and Group B were placed or promoted in Technical and Supervisory Grade C w.e.f. 1-5-73 as Asstt. Foreman (E&M). All these 24 workmen were placed in Technical and Supervisory Grade C on the same date (1-5-73) and they were enjoying the same seniority on the scale from 1-5-73. They were doing the same and similar nature of jobs in different shifts as per requirement of the respondent management. All the 24 workmen so far their skill and efficiency are concerned were eligible for upgradation from Grade C to Grade B. But the respondent management unfairly and motivatedly picked up the only 10 workmen of Group-B and upgraded them in Grade B though they had no distinguishing feature in the skill, efficiency and experience and thereby the management made a discriminatory treatment to the concerned 14 workmen covered by the instant Reference.

It is also submitted by the union that in respect of workmen covered under Wage Board Recommendations and whose services are governed by the Standing Orders, there had not been any system of writing confidential reports which is done in respect of Executive Cadres. There was no distinguishing feature in regard to the skill, efficiency and experience of the concerned workmen. In absence of any such distinguishing feature the seniority of the concerned workmen should have been taken into consideration from the date of initial appointment as the determining factor for the purpose of giving promotion.

Being aggrieved by the action of the management the concerned workmen raised a dispute through the union before the A.L.C. But the attempts of conciliation failed. The matter was sent to the Ministry of Labour and ultimately the Ministry of Labour has referred the present dispute to this Tribunal for adjudication.

3. The management has filed written objection contending inter-alia that it is true that all the 24 workmen had been working as Asstt. Foreman w.e.f. 1-5-73. When 10 posts in Grade B fell vacant a Departmental Promotion Committee (D.P.C.) was set up and according to the recommendation of the D.P.C. the 10 persons of Group B were placed in Grade B. The case of other 14 workmen was also considered by the D.P.C. The allegations made by the workmen are false. The management has also denied the other material averments made by the workman in their written statement.

4. Admittedly all the 24 workmen named in Group-A and Group-B above were appointed on various dates as shown against their names under the Bengal Coal Co. Ltd., and all of them were upgraded in the same post of Asstt. Foreman w.e.f. 1-5-73. Out of these 24 workmen the 10 workmen of Group-B were given promotion. It is the contention of the union that at the time of giving promotion of such workmen the date of original appointment should be considered as the determining factor for giving the promotion. In para 4 of the written statement the union has clearly stated—

“All these 24 workmen were placed in Tech. & Suvy. Gr. C on the same date i.e. 1-5-1973 and were enjoying same seniority on the scale from 1-5-1973.”

I find that all the 24 workmen were promoted to the same post of Asstt. Foreman on 1-5-73. I find that for the purpose of giving promotion it must be held that they stood on the same footing and at the time of promotion the question of giving seniority from the date of initial appointment cannot and does not arise.

5. The learned Lawyer for the union has contended that the management made a discriminatory treatment in upgrading or promoting the 10 workmen out of 24 workmen named above. We find that the management set up a D.P.C. for filling up the vacancy of 10 posts in Grade B. The said D.P.C. set up some norms as described in Ext. M-1. Ext. M-2 shows that the D.P.C. considered the case of the present 14 concerned workmen along with others, but found the 10 workmen of Group-B as suitable. When all the 24 workmen stood on the same footing, there was no other alternative for the management but to form a D.P.C. to avoid any injustice. In the instant case I find that the D.P.C. very carefully considered the case of all the workmen and after considering the case of all of them found the 10 workmen of Group-B as suitable for the purpose of promotion.

So considering the materials before me I am unable to look even to even with the learned Lawyer for the union that there was discrimination in giving the promotion of those 10 persons. Upgradation as claimed by the workmen is nothing but promotion.

So considering the materials before me and the facts and circumstances, I find that the management was justified in not promoting the concerned workmen of this Reference in Grade B from Grade C.

6. Be that as it may, the learned Lawyer for the union lastly has contended that the concerned workmen are entitled for upgradation according to the provisions as laid down in Point No. 2.11 of Joint Bipartite Committee for the Coal Industry NATIONAL COAL WAGE AGREEMENT-IV) which reads as follows :

"2.11—Upgradation of Daily Rated & Monthly rated Employees who have remained in the same Category/grade for 10 years or more :

Daily rated and monthly rated employees who have remained in the same category, grade for a period of 10 years or more would be upgraded to the next higher category/grade and such upgradation will take effect from 1st July, 1989. Employees completing 10 years of service in the same category/grade subsequently will be upgraded with effect from 1st July, 1990 and 1st July, 1991 respectively. However, such upgraded employees will continue to do the existing jobs."

On this point the learned lawyer for the management with his usual fairness submits that this point is not covered by the present Reference but the Court has every right to make comment regarding this provision. As the workmen are entitled to get upgradation as of right if they have satisfied the conditions laid down in the above rule, I find that the management should upgrade the concerned workmen according to the above provision if they have satisfied the condition as laid down in the said rule.

7 To sum up I find that the management was justified in not upgrading the concerned workmen from Technical Grade C to Technical Grade B.

But the concerned workmen are entitled to upgradation if they have satisfied the conditions as laid down in Point No. 2.11 of National Coal Wage Agreement-IV.

This is my award.

N. K. SAHA, Presiding Officer
[No. I-24012(129)/87-D.IV(B)]

नई दिल्ली, 21 दिसम्बर, 1990

आ.सं. 107—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये, केन्द्रीय सरकार लखीपुर कोलीरी प्राक. लि. की निमित्त, के प्रबंधन के संवाद नियोजकों और उनके कर्मचारियों के बीच, संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, याचनको के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-90 को प्राप्त हुआ था।

New Delhi, the 21st December, 1990

SO 107—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the

Central Government Industrial Tribunal, Asansol as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Lachipur Colliery of M/s. E.C. Ltd. and their workman, which was received by the Central Government on the 18-12-1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 6/90

PRESENT

Shri N. K. Saha, Presiding Officer

PARTIES

Employers in relation to the management of Lachipur Colliery of M/s. E.C. Ltd

AND

Their Workman

APPEARANCES

For the Employers.—Shri P. K. Das, Advocate.

For the Workman.—Sri Manoj Mukherjee, Advocate.

INDUSTRY : Coal STATE : West Bengal.

Dated, the 6th December, 1990

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(253)/89-IR(C.II) dated 10th January, 1990.

SCHEDULE

"Whether the action of the management of Lachipur Colliery of M/s. Eastern Coalfields Ltd. in dismissing Sri Banamali Pradhan, Underground Loader w.e.f. 30-11-83 is justified? If not, to what relief the workman concerned is entitled?"

2. The case of the concerned workman Sri Banamali Pradhan in brief is that he was an employee of Lachipur Colliery of M/s. Eastern Coalfields Ltd. Due to abnormal circumstances beyond his control the workman was forced to stay away from his work from 22-7-81 to 10-9-83. The workman was suffering from mental disorder and for which he received medical treatment. When he became fit he came to the colliery and reported for duty on 10-9-83. He was referred to Medical Officer, Kalla Hospital and he was declared fit to resume his duty. Thereafter he again reported for his duty but instead of allowing him to attend his duties he was served with a charge-sheet. He submitted his written explanation, but the authority was not satisfied and a proceeding was started against him. Thereafter he was found guilty and discharged from service w.e.f. 30-11-83. The domestic enquiry was not fairly and legally conducted.

The concerned workman raised a dispute before the A.C. but to no effect. The matter was sent to the Ministry of Labour and Ministry of Labour has

referred the dispute to this Tribunal for adjudication.

3. The management has filed written objection contending inter-alia that the workman absented himself from duty from 14-7-81 without any sort of permission or leave. So he was served with a chargesheet. He submitted written explanation but the same was not satisfactory. So a domestic enquiry was held. In the domestic enquiry he was found guilty and was dismissed from service. There was nothing illegal in the domestic enquiry. It was properly and fairly held. The management has denied all the material allegations made by the workman.

4. Admittedly Sri Banamali Pradhan the concerned workman was an underground loader of Lachipur Colliery. It is also admitted that he was absent from his duty from 14-7-81 to 17-9-83 without any permission or leave. So a chargesheet was issued against him which reads as follows :

**EASTERN COALFIELDS LIMITED
LACHIPUR COLLIERY
KAJORA AREA**

Ref. No. LAC/P&IR/C-6/14/83

Dated, 19th September, 1983

Shri Banomali Pradhan,
Designation U.G. Loader.

Sub : CHARGESHEET

Dear Sir,

It is evident from the office record that you have absented from duty without authorised leave of without notice from 14-7-81 to 17-9-83 causing dislocation of company's work and inconvenience to your fellow workers. Your such action amounts to gross misconduct and punishable under section 171 (u) of the certified standing order applicable to this colliery.

You are therefore asked to show cause within 48 hours of receipt of this letter as why disciplinary action will not be taken against you, failing which it will be presumed that you have no explanation to offer and such the management will be at liberty to take such disciplinary action against you as it deem fit.

Yours faithfully,

Sd/- Supdt. Manager
Lachipur Colliery.

The workman submitted written explanation against that chargesheet but the same was not accepted by the authority and a domestic enquiry was held against him. During hearing of the case the learned Lawyer for the union has urged before me that the union does not challenge the validity and propriety of the domestic enquiry. I also find that no principle of natural justice was violated in holding the domestic enquiry. So this point has been answered in favour of the management by order dated 23-11-90.

5. It is admitted that the workman was absent from duty from 14-7-81 to 17-9-83 without any authority. His explanation was not found to be satisfactory by the Enquiry Officer. But there is nothing to disagree with him on this point. So I do not find any incon-

sistency in the findings of the learned Enquiry Officer. The workman has been rightly found guilty by the Enquiry Officer.

6. According to Section 11-A of the Industrial Disputes Act, 1947 this Tribunal is also to see whether the punishment awarded by the authority is proportionate with the offence committed by the workman. The workman has come with the story that he was suffering from mental disorder. From the documents filed by him it appears that he was under the treatment of a private Medical Practitioner and thereafter he was referred to Kalla Hospital by the management. In these hard days the workman had absented himself from duty for more than two years. Considering that aspect it must be held that there was some reasonable cause for such absence from duty by the workman. Considering that aspect I find that the punishment awarded in this case is not proportionate with the offence committed by the workman. I find that the workman must be given a chance to start afresh without any back wages and benefit and that would meet the ends of justice.

7. Consequently I find that the dismissal of Sri Banamali Pradhan, Underground loader of Lachipur Colliery of M/s. Eastern Coalfields Ltd., w.e.f. 20-11-83 was not justified.

The management shall get the concerned workman examined within three months from the date of publication of this award in official Gazette by a Specialist of Kalla Hospital and if Sri Pradhan is declared fit to resume duty then :—

- (1) (a) ---Sri Banamali Pradhan shall be reinstated in service within three months from the date when he will be declared fit to resume his duty,
- (b) Sri Banamali Pradhan shall be treated as a new entrant (beginner) in the service and his wage rate shall be fixed accordingly,
- (c) Sri Pradhan shall not get any back wage and shall not get any retirement benefit for the period for which he has not worked,
- (d) Sri Pradhan shall get his wages as a beginner in the service from the date when he will resume his duty and
- (2) If Sri Pradhan is found unfit by the Specialist to resume his duty, then he will not get any relief.

This is my award.

N. K. SAHA, Presiding Officer
[No. L-22012(253)/89-IR(C.II)]
RAJA LAL, Desk Officer

नई दिल्ली, 14 दिसम्बर, 1990

का.प्र. 108--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ सौराष्ट्र, भावमगर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 बम्बई, के पंचपाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 13-12-90 को प्राप्त हुआ था।

New Delhi, the 14th December, 1990

S.O. 108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of Saurashtra, Bhavnagar and their workmen, which was received by the Central Government on 13th December, 1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri P. D. Apshankar, Presiding Officer.
Reference No. CGIT-2/2 of 1986

PARTIES :

Employers in relation to the management of
State Bank of Saurashtra

AND

Their workmen.

APPEARANCES :

For the Employers—Shri M. J. Sheth, Advocate.
For the workmen—No appearance.

INDUSTRY : Banking. STATE : Gujarat.
Bombay, the 3rd December, 1990

AWARD

The Central Government by their Order No. L-12012,59/85-D.II(A) dated 6th January, 1986 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the management of State Bank of Saurashtra, Bhavnagar in depriving Shri M. G. Shrimali, to be absorbed against the post of Peon-cum-Watchman is justified. If not, to what relief the workman is entitled?”

2. The case of the workman Shri M. G. Shrimali as disclosed from the statement of claim filed by the Union on his behalf by the General Secretary of the Union in short, is thus :—

- (i) The workman Shri Shrimali was appointed as a Peon in the State Bank of Saurashtra at Naroda Road branch, Ahmedabad during the period of 24-9-79 to 8-12-79. He was deliberately given the breaks during the period of 17-10-79 to 25-10-79 and some other Peons were appointed during that period. The services of the said workman were discontinued from 8-12-79, and some other peons were appointed in his place. He had worked for 119 days during the period of 5-10-78 to 13-8-79, 60 days during the period 3-3-80 to 7-5-80 and for 51 days during the period of 24-9-79 to 8-12-79 and thus he had worked for 230 days during the said period. It was the intention of the Bank management to discontinue the services of the said workman so that he could not complete 240 days

service in an year. In case he could have been continued, he could have completed the required number of days. His appointment was made in the absence of Peon's vacancy. He has been deprived of his right of being absorbed as a permanent workman.

The Union, therefore, prayed that the Bank management be directed to reinstate the said workman in service and he be given necessary benefits of his service.

3. The Chief Officer (Law) of the Bank management by his written statement (Exh. 3) opposed the said claim of the workman, and in substance contended thus :—

The present Reference is not tenable in law. The said workman had worked purely in a temporary capacity against the leave vacancy/godown chowkidar at Borrowers' cost as extra temporary staff during the period 1978 to 1980 at different branches of the Bank. He had worked for 216 days during the period of 4-4-78 to 5-5-80. Thus, he had not completed 240 days of service in any continuous one year. As such he is not entitled to be absorbed as a Permanent workman in the services of the Bank. It is not true that the deliberate breaks were given to him in his service. He was appointed purely on temporary basis in the leave vacancies of some other workmen. He is not entitled to any relief, and therefore, his prayer be rejected.

4. The Issues framed at Exhibit-4 are :

1. Whether the Reference in question is 'enable in law'?
2. Whether the action of the management of Bank of Saurashtra, Bhavnagar in depriving Shri M. G. Shrimali, to be absorbed against the post of Peon-cum-Watchman is justified?

3. If not, to what relief the workman is entitled?

4. What Award?

5. My findings on the said Issues are :—

1. Yes.
2. Yes.
3. Nil.
4. Award as per below.

REASONS

Issues No. 2 & 3 :

6. After the necessary issues, as above, were framed, the case was adjourned for the evidence of workman. However, he remained absent. Hence, the Bank management was directed to lead the necessary evidence in support of its contentions. Accordingly Shri D. S. Goel, the Law Officer of the Bank, filed his affidavit (Exh. 5) in support of the contentions of the Bank on 19-9-1990. On that day the workman remained absent. Hence the case was adjourned to 20-9-1990. On that day also the workman remained absent. As such what the Bank witness stated in his said affidavit,

were unchallenged. Apart from that, even as per the workman's admission, he had not worked for 240 days during the continuous period of 12 months. According to him, he had worked only for 230 days during the period of October 1978 to May 1980. As such he is not entitled to be absorbed as a permanent workman in the service of the Bank. Therefore, the action of the Bank management in the matter is quite justified. Issue No. 2 is found in the affirmative. As such he is not entitled to any relief. Issue no. 3 is found accordingly.

ISSUE NO. 1

7. According to the Bank management, the present Reference is not tenable in law. However, I find that the Central Government was satisfied that an industrial dispute existed or was apprehended between the said workman and the Bank management, and hence it referred the present industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act. Therefore, the present Reference is quite tenable in law. Issue No. 1 is found in the affirmative.

8. In the result, the following award is passed :

AWARD

The action of the management of State Bank of Saurashtra, Bhavnagar in depriving Shri M. G. Shrimali, to be absorbed against the post of Peon-cum-Watchman is justified.

The parties to bear their own costs of this Reference.

P. D. APSHA NKAR, Presiding Officer

[No. L-12012/59/85-D. II(A)]

नई दिल्ली, 18 दिसम्बर, 1990

का.प्र. 109.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि. पञ्चम नवम्बर 1990 को, प्रधान कार्यालय, नार्थ पारुर (केरल) के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध से निरूपित औद्योगिक विवाद में श्रम न्यायालय एर्नाकुलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 17-12-90 को प्राप्त हुआ था।

New Delhi, the 18th December, 1990

S.O. 109.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of The Parur central Bank Ltd. Head Office North Parur (Kerala) and their workmen, which was received by the Central Government on the 17-12-90.

ANNEXURE

IN THE LABOUR COURT, ERNAKULAM

Monday, the 10th day of December, 1990

PRESENT

Shri R. Raveendran, B.A., B.L.,
Presiding Officer

Industrial Dispute No. 7/90 (C)

BETWEEN

[The Chairman, The Parur Central Bank Ltd.,
H. O. P.O. North Parur, Distt. Ernakulam,

Kerala (Amalgamated with Bank of India since 20-2-1990).

AND

Their workman Shri. K. R. Sajeev, Lakshmi Nilayam, Elinjipra P. O., Chalakudy-680721, Kerala.

REPRESENTATIONS

Shri. N. N. Venkitachalam, Advocate, Kochi-16.
For Management

Shri A. V. Xavier, Advocate, Kochi-20 :For
Workman

AWARD

The Industrial Dispute between the above parties was referred to this Court for adjudication by Government of India Ministry of Labour, New Delhi, as per Order No. L-12012/61/90-JRBIII dated 16/18th April 1990. The issue covered by the reference is the following :—

“Whether the action of the management of Messrs. The Parur Central Bank Ltd., Head Office North Parur P. O., Dist. Ernakulam, Kerala in terminating the services of Shri K. R. Sajeev, Trainee clerk-cum-cashier of Pariyaram branch w.e.f. 19-4-89 was legal and justified? If not, to what relief the workman is entitled?”

2. Pursuant to the notice issued from the Court the parties entered appearance through counsel and the workman filed his claim statement. Subsequently when the case came up for the written statement of the Management the parties submitted that the matter has been settled and they filed a memorandum of settlement arrived at by them. They also requested to pass an award in terms of the memorandum of settlement which reads as follows :—

- “(i) The Workman namely K. R. Sajeev will be given continuity of service from 19-4-89, the date when his services were terminated.
- (ii) The workman will not be entitled to any back salary or back wages during the period when he was not in service i.e. from 19-4-1989 till the date of his rejoining in service and reporting for duty on the basis of this agreement.
- (iii) The workman namely K. R. Sajeev will be given the benefits of gratuity medical aid and leave fare concession which if not already lapsed.
- (iv) The reporting for duty will not entitled the workman (K. R. Sajeev) to claim proportionate privilege leave, sick leave and casual leave.
- (v) The workman will not lay any claim or has any claim financial or otherwise against the Management other than what is contained in this memorandum of settlement relating to his termination and rejoining duty.

3. In view of the above development, what I need do is to pass an award as per the above terms. I do so.

Ernakulam,
10-12-1990.

R. RAVEENDRAN, Presiding Officer
[No. L-12012/61/90-IR(B)-III]
S. C. SHARMA, Desk Officer

नई दिल्ली, 18 दिसम्बर, 1990

का.प्र. 119—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसेज टाटा आयरन एंड स्टील कम्पनी का मलकोरा कोयला के प्रबंधन से संबद्ध नियोजका और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, 1947 के धारा 17 के अन्वये प्रकाशित करती है और केन्द्रीय सरकार का 13-12-90 का आदेश हुआ था।

New Delhi, the 18th December, 1990

S.O. 110.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Malkera Colliery of M/s. Tata Iron and Steel Company Ltd., and their workmen, which was received by the Central Government on the 13th December, 1990.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No 88 of 1989

PARTIES

Employers in relation to the management of Malkera Colliery of M/s. Tata Iron and Steel Company Ltd., Bhelatand, Dhanbad.

AND

Their Workmen.

PRESENT

Shri S. K. Mitra, Presiding Officer.

APPEARANCES

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri J. P. Singh, Advocate

STATE : Bihar. INDUSTRY : Coal.

Dated, the 27th November, 1990

AWARD

By Order No. L-20012/49/89-IR(Coal-1), dated, the 14th August, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Malkera Colliery of M/s. Tata Iron & Steel Company Ltd., Bhelatand, Dhanbad, in dismissing Shri Mukhtar Ahmad, Miner from service with effect from 24th July, 1987 is justified? If not, to what relief is the workman entitled?"

2. The case of the employers in relation to the management of Malkera Colliery of M/s. Tata Iron & Steel Company Ltd., Bhelatand, Dhanbad, details apart, is as follows :

Mokhtar Ahmad was a workman of Malkera colliery. He falsely declared himself as dependent brother of Maikhan Khan, another workman of Malkera colliery and secured his employment as per procedure of registration and employment of dependents under the management's scheme. He also falsely enrolled Hanif Khan as his son-in-law and secured his employment although Hanif Khan was not his son-in-law. Mukhtar Ahmad was the brother-in-law (Sarhu Bhai) of Maikhan Khan. In the circumstance, chargesheet dated 4th/9th December, 1986 was issued to the concerned workman Mukhtar Ahmad arraigning him for commission of misconduct of fraud and dishonesty in connection with company's business. He submitted his reply to the chargesheet denying the charge levelled against him. His reply to the chargesheet was not found satisfactory and departmental enquiry was initiated against him. The management of Malkera colliery appointed Sri Lalan Kumar, Enquiry Officer and Sri A. K. Thakur, Personnel Officer, as Presenting Officer. The Enquiry Officer adjourned the hearing of departmental enquiry on different dates for different reasons, but ultimately the enquiry was held on 18th May, 1987 in presence of the concerned workman and his co-worker-cum-union representative, Abdul Jabbar. The witnesses for the management were examined and documents were produced on behalf of the management in presence of the concerned workman who admitted the documents produced in the enquiry as genuine. The concerned workman was given full opportunity to cross-examine the witnesses for the management and to give his own statement and to produce his evidence in support of his defence which he did. The Enquiry Officer submitted his report to the management of the colliery holding that the concerned workman was guilty of misconduct of dishonesty as per provisions of certified Standing Orders. The Enquiry Officer also held that the management had failed to establish the first transaction of charge concerning employment of the concerned workman on the strength of service of Maikhan Khan falsely posing himself as brother although he was brother-in-law (Sarhu Bhai). He also held that the concerned workman got Hanif Khan employed by falsely declaring him as son-in-law. Thus, the charge of misconduct was clearly established in respect of the second count of charge. The competent authority examined the enquiry proceedings and the enquiry report and all the related papers and decision was taken to dismiss the concerned workman from service of Malkera colliery. Accordingly, he was dismissed from service with effect from 24th July, 1987 as a measure of punishment for misconduct of dishonesty committed by him as per provisions of certified Standing Orders.

3. The case of the concerned workman, Mukhtar Ahmad, as disclosed in the written statement, briefly stated, is as follows :

The concerned workman was appointed in Malkera colliery of M/s. Tata Iron & Steel Co. Ltd. on 20th April, 1962. His appointment was as dependent of his brother, Maikhan Khan, employed as Driver in Malkera colliery. He was duly confirmed in service and continued to be in service until his dismissal on 24th July, 1987. A chargesheet dated 8th December, 1986 was issued against him with the following allegations:

- (i) The concerned workman is not the brother of Maikhan Khan, Ex. C.C.M. Driver, but his brother-in-law.
- (ii) Md. Hanif Khan, who was appointed as the dependent son-in-law of the concerned workman in Malkera Colliery as a Miner, was not his son-in-law.

He submitted his explanation to the chargesheet affirming that he is brother of Maikhan Khan and Md. Hanif Khan was married to his daughter and as such he was his son-in-law. But the management did not accept his explanation and a domestic enquiry was started against him. He produced before the Enquiry Officer certificate from the Block Development Officer, certificate from local M.L.A. and from the Gram Pradhan showing that he and Maikhan Khan were sons of Faiz Mohammad since deceased. Furthermore, he filed before the Enquiry Officer NIKAHNAMA showing the marriage of his daughter with Md. Hanif Khan. On the other hand, the management could not produce any direct evidence on the point that he was SARHU BHAIR of Maikhan Khan nor could it prove that Md. Hanif Khan was not his son-in-law. The Enquiry Officer found him guilty of the charges and the management dismissed him from service with effect from 24th July, 1987. He represented before the management against his dismissal from service and also approached the management through his union, Rashtriya Colliery Mazdoor Sangh, for his reinstatement, but the management did not give any reply to his representation. He was dependent of Maikhan Khan and was in service for more than 20 years. These facts by themselves are sufficient to show that the management dismissed him from service without any ground and due to vindictiveness. The NIKAHNAMA with regard to the marriage of his daughter with Md. Hanif Khan is by itself a solid proof that Md. Hanif Khan is his son-in-law. It is strange that in the context of evidence produced on his behalf and no evidence produced on behalf of the management, the management thought it fit to dismiss him from service. It is alleged that the management has resorted unfair labour practice. In the circumstances, the concerned workman has prayed that he be reinstated in service with full back wages.

4. In rejoinder to the written statement of the concerned workman, the management has asserted that it is incorrect to suggest that there is no evidence in the departmental enquiry to establish the misconduct of the concerned workman. The documents purported to be NIKAHNAMA was found to be manufactured document brought into existence for the purpose of the case and was not a genuine document. The management has denied that the findings of the Enquiry

Officer are tainted with perversity or that the management resorted to unfair labour practice by dismissing the concerned workman from service. It has also been asserted that the departmental enquiry was held in conformance to the principles of natural justice.

In rejoinder to the written statement of the management, the concerned workman has asserted that his dismissal from service is illegal, malafide and not in accordance with the provisions of Certified Standing Orders of the Company. The management has not produced any direct evidence of fraud and dishonesty in connection with the business of the company. The first count of the charge against the concerned workman is that he is not the brother of Maikhan Khan. But the Enquiry Officer has held that this count of the charge has not been proved. In regard to the charge that the concerned workman secured employment of Md. Hanif Khan as his dependent son-in-law which he is not and thereby he secured the employment of Md. Hanif Khan by fraudulent means, the management has failed to lay any direct evidence on this point and hence this charge also founders on the ground. It is the firm case of the concerned workman that Md. Hanif Khan was married to his daughter and was his dependent son-in-law and as such, he was eligible for employment in the company.

5. At the instance of the management the fairness and propriety of the domestic enquiry was considered is a preliminary issue.

The management examined MW-1 Lalan Kumar, who is now posted as Senior Personnel Officer in Malkera Colliery and who conducted departmental enquiry and laid in evidence a sheaf of documents (marked Exts. M-1 to M-16) which include the entire proceedings of the departmental enquiry and documentary evidence adduced.

On the other hand, the concerned workman did not examine himself nor did he lay any documentary evidence.

6. Shri J. P. Singh, learned Advocate for the workman, at the time of hearing argument on the preliminary issue conceded that the departmental enquiry was held fairly and properly. Accordingly was held that the departmental enquiry was held fairly and properly by the Enquiry Officer by order dated 13-11-90.

7. Shri B. Joshi, learned Advocate appearing for the management, has submitted before me that the concerned workman secured the employment of Md. Hanif Khan as his dependent son-in-law on the basis of a false declaration made by him way back in 1979. He has further submitted that Md. Hanif Khan is not the son-in-law of the concerned workman nor was Md. Hanif Khan son-in-law of the concerned workman the time when he made declaration in the Employment of Dependents' Register (shortly described as E.D. Register hereinafter). According to him, the concerned workman acted fraudulently and dishonestly in connection with company's property and business in securing employment of Md. Hanif Khan by declaring him as his dependent son-in-law. He has also submitted that Nikahnama produced by the concerned workman in departmental enquiry is a false and forged document.

8. Shri J. P. Singh, Advocate appearing for the workman, has submitted that Md. Hanif Khan is the

son-in-law of the concerned workman and this is established NIKAHNAMA dated 7-5-1980 although customary solemnisation of marriage was held earlier. He has further submitted that the NIKAHNAMA is a valid document and it is not tainted with forgery.

9. Admittedly, Mukhtar Ahmad was a permanent miner of Malkera colliery of M/s. Tisco. It has been alleged by the management that he secured the employment of Md. Hanif Khan by making a false declaration that Md. Hanif Khan was his dependent son-in-law which he is not and thereby committed the misconduct of fraud and dishonesty in connection with company's business and property. The management has further asserted that Md. Hanif Khan is not the son-in-law of the concerned workman.

It appears that the Enquiry Officer has held that NIKAHNAMA produced by the concerned workman disclose that the name of his daughter as Shahnuma Banu whereas in the departmental enquiry the concerned workman disclosed the name of his daughter as Shabana. In consideration of this discrepancy the Enquiry Officer has held that the NIKAHNAMA appears to be a forged document which might have been obtained after the issue of the chargesheet in order to defend the chargesheeted workman.

10. Normally, NIKAHNAMA cannot be accepted as a marriage certificate unless it is proved to be so by legal evidence. There is no legal evidence on record to indicate that the NIKAHNAMA was issued by competent authority so that it can be used as a certificate for marriage. It has been written in Urdu. It is common knowledge that by laying emphasis here and there, the spelling of a word undergoes a lot of change, in that language. The author of NIKAHNAMA might have committed mistake in spelling out the name of the wife of Md. Hanif Khan. There is not a whit of evidence to indicate that NIKAHNAMA is a product of forgery or that the concerned workman obtained the NIKAHNAMA after the issue of chargesheet to him. Besides, there is no evidence on record to indicate that Mukhtar Ahmad had got a daughter Shahnuma Banu by name as written in NIKAHNAMA. This NIKAHNAMA established the fact of marriage of Md. Hanif Khan on 7-5-1980 with the daughter of the concerned workman. The concerned workman has also stated in his testimony in departmental enquiry that his daughter Shabana was married with Md. Hanif Khan on 7-5-1980. Considering all these facts and circumstances, I am not prepared to hold that the NIKAHNAMA is a forged document as has been held by the Enquiry Officer. I am satisfied, upon consideration of evidence on record, that the daughter of the concerned workman was married to Md. Hanif Khan on 7-5-80.

It has been submitted by Shri J. P. Singh that customary solemnisation of marriage was held earlier. But there is not a whit of evidence to prove this fact. On the other hand, Mukhtar Ahmad has himself stated in departmental enquiry that since marriage negotiation was fixed he got the name of Md. Hanif Khan enrolled in the year 1979 as his dependent son-

in-law. Thus, I have come to inescapable conclusion that the daughter of the concerned workman was married Md. Hanif Khan on 7-5-1980 and not before.

11. Now, the question remains as to when the concerned workman made his declaration in the E.D. Register that Md. Hanif Khan was his son-in-law. The evidence on record indicates that by application dated 19-11-1979 Mukhtar Ahmad applied for enrolment the name of Md. Hanif Khan as his dependent son-in-law in the E.D. Register in order to secure his employment. The evidence on record further establishes the fact that such enrolment was done by the management on the basis of the application dated 19-11-1979 of the concerned workman in the E.D. Register on 27-11-79 (copy of E.D. Register marked ME-1 in departmental enquiry). When the concerned workman was asked as to why he made such declaration when the marriage was not held in the departmental enquiry, his reply was that since marriage negotiations were fixed, so he got the name of Md. Hanif Khan enrolled in the year 1979. But customary solemnisation of marriage does not take place unless it is actually held and negotiation for marriage is generally preceded by it. Thus, it is evident that at the time when the concerned workman enrolled the name of Md. Hanif Khan as his dependent son-in-law in the E.D. Register on 27-11-1979 by declaration, Md. Hanif Khan was not his son-in-law. Thus, it is seen that he made a false declaration in enrolling the name of Md. Hanif Khan as his dependent son-in-law on 27-11-1979.

12. The meaning of "business", according to the Chambers English Dictionary published by Allied Publishers Ltd. in 1989, is employment : trade, profession, or occupation : a task or errand incumbent on or undertaken : matter requiring attention : dealings, commercial activity : a commercial or industrial concern : one's concerns or affairs : etc. This being so, the allegation of the management in the chargesheet against the concerned workman boils down to this that he secured the employment of Md. Hanif Khan by making false declaration that he was his dependent son-in-law which amounted to fraud and dishonesty in connection with company's property and business. It has been proved by evidence that the concerned workman made a false declaration way back in 1979 that Md. Hanif Khan was his dependent son-in-law which he was not at the relevant time. Hence the chargesheet against him has been satisfactorily proved by the management.

13. Now, the question remains whether dismissal from service of the concerned workman on the ground of misconduct as aforesaid is disproportionate to the misconduct committed by him. In my view, the management is justified in having him dismissed from service, otherwise undesirable elements may sneak into the employment of the management by unscrupulous means.

14. Accordingly, the following award is rendered the action of the management of Malkera Colliery of M/s. Tata Iron & Steel Company Ltd., Bhelatand, Dhanbad, in dismissing Shri Mukhtar Ahmad, Miner

from service with effect from 24-7-1987 is justified.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012/49/89-IR-Coal-I]

का.प्रा.111--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स टाटा आयरन एंड स्टील कंपनी का मलकीरा कोल्यरी के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, सं. 1, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-90 को प्राप्त हुआ था।

S.O. 111.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Malkera Colliery of M/s. Tata Iron and Steel Company Ltd., and their workmen, which was received by the Central Government on the 13-12-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 123 of 1989

PARTIES :

Employers in relation to the management of Malkera Colliery of M/s. Tata Iron & Steel Company Ltd., Bhelatand, Dhanbad.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri J. P. Singh, Advocate.

STATE : Bihar . INDUSTRY : Coal

Dated, the 26th November, 1990

AWARD

By Order No. L-20012/52/89-I.R. (Coal-I), dated, the 5th October, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Malkera Colliery of M/s. Tata Iron & Steel Company Ltd., Bhelatand, Dhanbad in dismissing Shri Hanif Mian Temp. Miner

from the services of company with effect from 24-7-87 is justified ? If not, to what relief is the workman entitled ?”

2. The case of the employer in relation to the management of Malkera Colliery of M/s. Tata Iron & Steel Company Ltd., Bhelatand, Dhanbad, as disclosed in the written statement submitted, briefly stated, is as follows :

Mukhtar Ahmad, a permanent workman of Malkera colliery enrolled the concerned workman, Md. Haif Khan as his son-in-law on 27-11-79 in the Employment of Dependents' Register (shortly described as E.D. Register for the sake of brevity) for giving employment against future vacancy in the capacity of his dependent. On the strength of such declaration, the concerned workman got employment as temporary miner on 17-4-81 and was given employment from time to time according to availability of vacancy in accordance with the policy of the management relating to proving employment to dependents of permanent employees. The son-in-law of a permanent workman is treated as a dependent if so nominated by him.

Subsequently it transpired in 1986 that the concerned workman was not the son-in-law of Mukhtar Ahmad and he entered into the services of the employer on the basis of false declaration in the E. D. Register. Shri A. K. Thakur, Personnel Officer of Malkera Colliery, enquired from the concerned workman regarding his relationship with Mukhtar Ahmad on 26-9-86. The concerned workman confessed that he was not the son-in-law of Mukhtar Ahmad and that Mukhtar Ahmad was the Sarhu Bhai (brother-in-law) of his father, Maikan Khan. He admitted his signature as appearing in E.D. Register against the false declaration that he was the son-in-law of Mukhtar Ahmad. His statement was recorded by Shri A. K. Thakur in presence of witnesses and the same was read over and explained to him in Hindi. Thereafter he put his signature on the statement. These fascicle of facts constituted misconduct of dishonesty in connection with company's property of business under clause 19(2) of the Company's certified Standing Order. Although the concerned workman confessed his guilt and his confession was duly recorded by a competent officer, he was given chance to defend his case. A chargesheet dated 4/9-12-86 was issued to the concerned workman to which he submitted his reply denying the charge. Sri Lalan Kumar, the then Personnel Officer of Sijua Colliery was appointed Enquiry Officer and Sri A. K. Thakur, Personnel Officer of Malkera Colliery was appointed as management's representative. The domestic enquiry was conducted in presence of the charge-sheeted workman and his co-worker, A. Jabbar Grade-I Clerk. The witnesses for the management were examined in presence of the concerned workman and his co-worker. He was given full opportunity to cross-examine the witnesses for the management. The documents relied on by the management were produced in his presence and in presence of his co-worker. The concerned workman was given opportunity to make his statement in support of his defence and produce evidence supportive of his case. The Enquiry Officer held the enquiry in confor-

mance to the principles of natural justice. After consideration of the materials on record he found the concerned workman guilty of the charge. The report of the Enquiry Officer was examined by the competent authorities and decision was taken to dismiss the concerned workman from service. Accordingly, he was dismissed from service with effect from 24-7-87 by letter dated 21/22-7-87 of the Agent of the Colliery.

3. The case of the concerned workman as disclosed in the written statement submitted by him, briefly stated, is as follows:

Mukhtar Ahmad completed more than 15 years of service and according to the policy of the management a workman of M/S. Tisco colliery was entitled to appointment of a dependent; son-in-law included, on completion of 15 years of service. He was appointed as dependent of Mukhtar Ahmad, his father-in-law in service as miner with effect from 17-4-81. Mukhtar Ahmad submitted an application dated 19-11-79 declaring the concerned to be his son-in-law. Anyway, the concerned workman received a chargesheet from the Manager (Opn), Malkera Colliery dated 8-12-86 arraigning him on the charge of commission of fraud and dishonesty in connection with company's property and business, by securing employment as the son-in-law of Mukhtar Ahmad which he was not. He submitted his explanation denying the charge. During the domestic enquiry Shri A. K. Thakur and his clerk Sri A. K. Hazra figured as witnesses for the management and the alleged statement of the concerned workman recorded in the preliminary enquiry was marked as exhibit in the domestic enquiry. There was no direct evidence produced by the management to show that the concerned workman was not the son-in-law of Mukhtar Ahmad. According to custom prevalent in the Muslim Community a marriage is solemnised by NIKAH ceremony which in fact takes place earlier than the formal marriage ceremony in which a Barat (Groom) party goes to the house of the bride and after the customary marriage brings the bride back to his house. The name of the concerned workman as son-in-law was enrolled by Mukhtar Ahmad by his application dated 19-11-79 i.e. after NIKAH when the document, such as, NIKAHNAMA was not executed between the parties and whole function was oral. The concerned workman was married to the daughter of Mukhtar Ahmad in a formal marriage ceremony on 7-5-80. This has led the management to conclude wrongly that at the time when Mukhtar Ahmad filed application for enrolment of the concerned workman as dependent, he was not his son-in-law. As a matter of fact no sooner had the NIKAH ceremony been performed then marriage becomes a fact under Muslim law. But there has to be customary marriage ceremony which was solemnised on 7-5-80. So actually there was no discrepancy in the statement of the concerned workman in relation to the application of his father-in-law to enroll the concerned workman as his dependent son-in-law. Anyway, in the departmental enquiry, the management failed to produce positive evidence supportive of the fact that the concerned workman was not the son-in-law of Mukhtar Ahmad which he was not such evidence the allegation made in the chargesheet

could not be said to have been established. But the Enquiry Officer by placing erroneous reliance on the statement of the concerned workman during the preliminary enquiry held that he was not the son-in-law of Mukhtar Ahmad. Shri A. K. Thakur also acted in a very perfunctory manner in holding the preliminary enquiry. In the circumstances, the domestic enquiry is totally vitiated and the findings and the report of the Enquiry Officer must founder on the ground. In the context of facts and circumstances, the concerned workman has prayed that the action of the management in dismissing him from service be held to be unjustified and he be reinstated in service with full back wages.

4. In rejoinder to the written statement of the concerned workman the management has reiterated its position as taken in the written statement and contended that the preliminary enquiry was initiated on receiving anonymous letter that the concerned workman was not the son-in-law of Mukhtar Ahmad. As a matter of fact the concerned workman himself admitted that Mukhtar Ahmad got the alleged NIKAH paper fabricated to show that he (concerned workman) was his son-in-law. The statement of a chargesheeted workman given in the preliminary enquiry is sufficient to establish the charge, provided he admits fact constituting misconduct. Whenever a chargesheeted workman admits his guilt no enquiry is needed except for ascertaining aggravating and mitigating circumstance. The management has denied that there was no positive evidence in domestic enquiry as to the fact that the concerned workman was not the son-in-law of Mukhtar Ahmad. In the context of these facts and circumstances, the management has prayed that the Tribunal be pleased to pass an award holding that the concerned workman is not entitled to any relief.

5. At the instance of the management the propriety and fairness of the domestic enquiry was considered as preliminary issue.

The management examined Shri Lalan Kumar, now posted as Senior Personnel Officer in Malkera Colliery who held the domestic enquiry as Enquiry Officer and laid in evidence a sheaf of documents which have been marked Exts. M-1 to M-16.

The concerned workman did not lay any hard evidence in support of his case, but endeavoured to elicit by cross-examining the witness for the management the facts supportive of his case.

At the time of hearing the argument, however, Shri J. P. Singh, learned Advocate for the workmen conceded that the domestic enquiry was held fairly and properly. Accordingly, an order to that effect was recorded on 13-11-90.

6. Admittedly, Mukhtar Ahmed, T. No. 62691, P. No. 206351 was a permanent workman of Malkera Colliery of M/s. TISCO. He enrolled Md. Hanif Khan, the concerned workman as his son-in-law and dependent by application dated 27-11-79 in F. D. Register for giving him employment against future vacancy. The pleadings of the parties indicate that there is a practice obtaining in the collieries of M/s. TISCO to enroll the name of dependents of permanent

employees having put in 15 years of service or more in order to provide employment according to the availability of vacancy. Mukhtar Ahmad, a permanent workman of Malkera colliery of M/s. TISCO enrolled for employment Md. Hanif Khan, the concerned workman as his dependent son-in-law by application dated 27-11-79. The case of the management is that the concerned workman was not the son-in-law of Mukhtar Ahmad and that he sneaked into service of the management on the basis of false declaration in E. D. Register. Sri A. K. Thakur, Personnel Officer of Malkera Colliery conducted preliminary enquiry from the concerned workman regarding his relationship with Mukhtar Ahmad on 26-9-86 and that the concerned workman confessed that he was not the son-in-law of Mukhtar Ahmad who was the Sarhu Bhai (brother-in-law) of his father Maikan Khan. It is further case of the management that the concerned workman admitted his signature in the F. D. Register against the false declaration that he was the son-in-law of Mukhtar Ahmed. It is also the case of the management that the statement of the concerned workman was recorded by Shri A. K. Thakur in presence of witnesses and that the same was read over and explained to him in Hindi and that he put his signature on the statement. It has been alleged by the management that the acts of the concerned workman constituted misconduct of dishonesty in connection with company's property and business under clause 19(2) of Company's certified Standing Order and domestic enquiry was held after issuance of chargesheet against the concerned workman.

7. There is no dispute that Lalan Kumar, now working as Senior Personnel Officer of Malkera Colliery of M/s. TISCO held the domestic enquiry. He has stated in his testimony that Shri A. K. Thakur conducted preliminary enquiry in presence of A. K. Hazra and that the preliminary enquiry report was produced before him and marked Ext. ME-2. He has stated that the preliminary enquiry report was the basis on charge-sheet and that anonymous letter which formed the basis of preliminary enquiry was not produced before him. Anyway, in the domestic enquiry the concerned workman was found guilty of the charge levelled against him and he was dismissed from service with effect from 24-7-87.

8. Shri B. Joshi, learned Advocate appearing for the management has submitted before me that the concerned workman sneaked into the employment of Malkera Colliery on the basis of false declaration made by Mukhtar Ahmad that the concerned workman was his son-in-law and that the concerned workman also supported this false declaration by putting his signature on the E. D. Register. He has further submitted that the Enquiry Officer has rightly placed his reliance on the statement of the concerned workman recorded in preliminary enquiry in arriving at the conclusion that the concerned workman was not the son-in-law of Mukhtar Ahmad. According to him, the concerned workman is guilty of misconduct of having secured employment by making false and fraudulent declaration and so the management has rightly dismissed him from service.

Shri J. P. Sinha, learned Advocate for the workman, has submitted that Md Hanif Khan is the son-in-law

of Mukhtar Ahmad and that although the NIKHANAMA is dated 7-5-80 customary solemnisation of marriage was held earlier and hence Mukhtar Ahmad did not make any false declaration while declaring that Md. Hanif Khan was his son-in-law by his application dated 27-11-79. He has further contended that A. K. Thakur suffered the concerned workman to put his signature on his statement purported to have been recorded during the preliminary enquiry under duress and that the management has not laid any positive evidence in domestic enquiry to bring the fact that Md Hanif Khan is not the son-in-law of Mukhtar Ahmad. He has criticised by submitting that neither the preliminary enquiry report has been produced nor has the anonymous letter been produced either in the domestic enquiry or before this Tribunal.

Before framing the charge the disciplinary authorities sometime make a preliminary investigation which is loosely called preliminary enquiry. In such investigation there may be ex-parte examination or investigation and ex-parte reports. But these investigations do not normally form part of the domestic enquiry. All depositions of witnesses in such investigations, if any, or the report of Investigators are meant merely for ascertaining whether there is any prima facie case justifying disciplinary proceeding. However, if reports of the preliminary enquiry are used against the delinquent workman, they must be properly proved in the course of domestic enquiry.

MW-1 Lalan Kumar has stated in his testimony that the preliminary enquiry report was marked Ext. ME-2 in domestic enquiry. But I find that it is no preliminary enquiry report at all of A. K. Thakur; it is only the alleged statement of the concerned workman as recorded by A. K. Thakur. Shri Lalan Kumar has stated that the preliminary enquiry report, which means that the alleged statement of the concerned workman and the NIKHANAMA and also abstract of E. D. Register will amply prove that the daughter of Mukhtar Ahmad was not married with Md. Hanif Khan. I will decide later whether the statement of the concerned workman as recorded by A. K. Thakur was properly proved in the course of domestic enquiry.

9. The chargesheet is the charter of disciplinary action; domestic enquiry commences with the service of chargesheet. The following chargesheet was, admittedly, issued to the concerned workman, marked Ext. M. 1 :

"It has been brought to our notice that you secured employment as Temp. Miner as the son-in-law of Shri Mukhtar Ahmed, Miner, T. No. 62699 Malkera Colliery.

But subsequently it has been detected that you are not the son-in-law of Shri Mukhtar Ahmad, Miner, Malkera Colliery and thus secured employment by fraudulent means."

The following is the explanation to the chargesheet submitted by the concerned workman (Ext. M-2) :

"In reply to the above C/S. I beg to state that the allegation as alleged in this C/S. is not correct but baseless and so denied by me. Sri Mukhtar Ahmad is my own father-in-law and I have been appointed as a Temp.

Miner on the strength of service of my father-in-law. Hope, you would be kind enough to exonerate me from the false allegation and oblige."

The chargesheet spells out that the concerned workman secured employment as the son-in-law of Mukhtar Ahmad and since it was detected subsequently that he was not the son-in-law of Mukhtar Ahmad and secured employment by fraudulent means he has committed misconduct amounting to fraud and dishonesty in connection with company's property and business. In reply, the concerned workman has stated that the allegations are baseless and denied and that Mukhtar Ahmad is his own father-in-law and he has been appointed as a temporary miner on the strength of the service of his father-in-law.

10. Admittedly, Md. Hanif Khan was appointed as temporary miner on 17-4-81 in Malkera colliery on the basis of service put in and enrolment made by Mukhtar Ahmad by application dated 27-11-79 declaring the concerned workman as his dependent son-in-law in the E. D. Register. This declaration, allegedly found false or fraudulent, was provided by Mukhtar Ahmad and not by the concerned workman. It remains to be seen if it has been proved by evidence if the concerned workman has made any other false declaration in securing his employment. The management has pointed out that the concerned workman admitted his signature appearing in E. D. Register against the false declaration that he was the son-in-law of Mukhtar Ahmad. A copy of E. D. Register was produced and marked Ext. ME-1 in departmental enquiry. In his statement before A. K. Thakur marked Ext. ME-2 in departmental enquiry the concerned workman admitted that body of the declaration form submitted on 4-3-81 was signed jointly by him Mukhtar Ahmad and the concerned workman identified the signature thereon. The Enquiry Officer has also stated in his report that the concerned workman confirmed his signature on E.D. Register taken on 4-3-81. The declaration on E.D. Register undoubtedly is that the concerned workman is the son-in-law of Mukhtar Ahmad. If it is proved that he was not the son-in-law of Mukhtar Ahmad at the time when the declaration was made on 4-3-81, it should be held that he is not only a party to the false declaration, but he himself made a false declaration. Hence, it has to be concluded from the evidence on record as to whether the management could prove the fact that the concerned workman was not the son-in-law of Mukhtar Ahmad and that too on 4-3-81 when the concerned workman submitted declaration in support of his being the son-in-law, of Mukhtar Ahmad.

11. It appears that the statement of the concerned workman as recorded by A.K. Thakur during the preliminary enquiry is the sheet anchor of the case of the management that the concerned workman was not the son-in-law of Mukhtar Ahmad. In reply to the question as to who is Mukhtar Ahmad he replied that Mukhtar Ahmad was his father-in-law. In reply to another question he stated that Mukhtar Ahmad was the SARHU

BHAI (brother-in-law) of Maikhan Khan. At the time of departmental enquiry when his attention was drawn to his statement of his he emphatically denied having stated that Mukhtar Ahmad was brother-in-law of Maikhan Khan and asserted that they are own brothers and both of them are sons of Late Mohammad. Mukhtar Ahmad and Maikhan Khan being related as own brothers Mukhtar Ahmad cannot be the brother-in-law of Maikhan Khan since a man is prohibited from marrying his sister whether full consanguine or uterine under the Muslim law. He disclosed in preliminary enquiry that he did not remember the name of the native place of Mukhtar Ahmad where his NIKAH was performed and stated, when suggested, that with the help of one Md. Kasim Mukhtar Ahmad obtained a false document in support of his NIKAH with his daughter. Thus, it appears that he enacted role of a sitting duck when targeted by Sri A. K. Thakur by stating that Mukhtar Ahmad procured a false document in support of his (Md. Hanif's) marriage with his daughter. The statement recorded in preliminary enquiry does not indicate that the document in question (NIKAHNAMA) was produced for his examination and opinion. However, it appears that the concerned workman can write his name in Hindi and date in English. He was a miner and is an unsophisticated man. There is no endorsement in this statement recorded by Sri A. K. Thakur that the concerned workman admitted that his statement was recorded correctly. I have earlier pointed out that he denied in departmental enquiry that had stated in preliminary enquiry that Mukhtar Ahmad was the brother-in-law of Maikhan Khan and that he asserted that they were own brothers. He replied in affirmative when he was asked in departmental enquiry as to whether he put his signature in all the papers in preliminary enquiry after understanding the same. But this statement of his does not indicate that he admitted his statement to have been correctly recorded in departmental enquiry. Since the concerned workman was working as a miner, who could write his name in Hindi and date in English only and is an unsophisticated man, I consider that it was the rounded duty of the management to prove his statement properly as recorded in preliminary enquiry before the Enquiry Officer in departmental enquiry. But Sri A.K. Thakur appearing as witness for the management in departmental enquiry simply produced the statement of the concerned workman recorded by him in preliminary enquiry before the Enquiry Officer as documentary evidence and the Enquiry Officer automatically marked it as ME-2 and admitted the same in evidence.

[The statement of the concerned workman was recorded in English by Shri Thakur in the form of question and answer. Shri Thakur has failed to clarify as to whether he asked the question in English or Hindi and what was the exact answer given by the concerned workman admittedly in Hindi. He has also failed to clearly as to whether he not only explained the statement recorded by him to the concerned workman but the concerned workman also understood the contents of his statement. That is not all. Shri A.K. Thakur should

have made an endorsement on the statement recorded by him that he not only read over and explained the statement to the concerned workman but also the fact that the concerned understood the same and put his signature in acknowledgement of its having been correctly written. Since all these solemnities have not been complied with by Shri Thakur and since the statement of the concerned workman has not been properly proved in departmental enquiry, I am constrained to hold that the case of the management against the concerned workman cannot make any headway by simply relying on his statement recorded in preliminary enquiry. It appears that the Enquiry Officer has leaned heavily on the statement of the concerned workman as recorded in preliminary enquiry in order to come to the conclusion that he secured employment by fraudulent means. The Enquiry Officer not to have done so in the context of facts and circumstances discussed above.

12. The next document for consideration is the NIKAHNAMA produced by the concerned workman in departmental enquiry and marked Ext. DE-1. The management considered this document as a short in its arm in connection with its case against the concerned workman. In the preliminary enquiry, the concerned workman stated that Mukhtar Ahmad was the father-in-law. He was not asked to disclose the name of his wife at that stage. In the departmental enquiry he disclosed that he was married on 7-5-80 with the daughter of Mukhtar Ahmad—Shabana at his native place, Seyara, district Allahabad, U.P. But in the NIKAHNAMA the name of the bride has been written as Shahnuma Banu. Considering this discrepancy the Enquiry Officer held that the NIKAHNAMA is a forged document.

Nikahnama cannot be accepted as a marriage certificate unless it is proved so by legal evidence. There is no such legal evidence on record. It has been written in Urdu. It is common knowledge that by an emphasis here and there the spelling of a word undergoes a world of change in that language. The author of NIKAHNAMA might have committed mistake in spelling out the name of the wife of Md. Hanif Khan. There is not a whit of evidence to indicate that NIKAHNAMA is a product of forgery committed by Mukhtar Ahmad or his associates. Besides, there is no evidence on record to indicate that Mukhtar Ahmad has got a daughter Shahnuma Banu by name as written in the NIKAHNAMA. This NIKAHNAMA establishes the fact of marriage of Md. Hanif Khan on 7-5-80. Md. Hanif Khan has also stated in departmental enquiry that he was married on 7-5-80. Considering all these facts and circumstances, I am not prepared to hold that the NIKAHNAMA is a forged document as has been held by the Enquiry Officer.

13. The last straw is the declaration of Md. Hanif Khan on the E.D. Register (ME-1 in the departmental enquiry). Admittedly, Md. Hanif Khan signed this register on 4-3-81. The Enquiry Officer considered the declaration of Md. Hanif Khan as false. As per this declaration made on 4-3-81 Mr. Hanif Khan declared himself to be the

dependent son-in-law of Mukhtar Ahmad. His evidence in departmental enquiry and the NIKAHNAMA establish the fact that he was married on 7-5-80. His evidence in departmental enquiry establishes the fact that he was married with the daughter of Mukhtar Ahmad, Shabana on 7-5-80. Thus, the concerned workman did not make a false declaration on 4-3-81 when he stated that he is the son-in-law of Mukhtar Ahmad.

14. Considering all these facts and circumstances I come to the conclusion that the management has failed to bring the charge of misconduct home to the concerned workman in departmental enquiry. That being so, the action of the management in dismissing the concerned workman from service on the alleged ground of misconduct is not justified and the concerned workman is entitled to be reinstated in service with effect from the date of his dismissal with continuity of service and 50% of back wages, if admissible.

15. Accordingly, the following award is rendered the action of the management of M/s. Tata Iron & Steel Company Ltd., Bhelatand, Dhanbad, in dismissing Shri Hanif Mian Temp. Miner from service of the company with effect from 24-7-87 is not justified. The management is directed to reinstate him in service within one month from the date of publication of the award with continuity in service and 50% of back wages, if admissible, from the date of his dismissal from service till his reinstatement.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012/52/89-Ik Coal-I]

का शा 112—औद्योगिक विवाद अधिनियम, 1947 (194 का 14) की प्रांग 17 के अनुसरण में, केन्द्रीय सरकार, मिससे बो. सी. सी. एल. का भंडारा नावे कादारी के प्रवर्धन से संबंध निवोजकों और उनके कर्मचारों के बीच, अनुवध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार आग्रहिन अधिकरण, न. 1 धनबाद के पत्रपत्र को प्रकाशित करती है, न. धनबाद सरकार का 13-12-90 को प्राप्त हुआ था।

S.O. 112.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhowra North Colliery of M/s. Bharat Coking Coal Limited and their workmen which was received by the Central Government on 13-12-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of
Bhowra North Colliery of M/s. BCCL, P.O.
Bhowra, District Dhanbad.
AND
Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—Shri Lalit Burman, Vice-President, United Coal Workers' Union.

STATE : Bihar. INDUSTRY : Coal.

Dated, the 30th November, 1990

AWARD

By Order No. L-20012,66/88-D.IV(A) I.R. (Coal I), dated, the 24th May, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Bhowra North Colliery of M/s. BCCL, P.O. Bhowra, District Dhanbad in paying wages of Category-IV to Md. Sakur, Haulage Operator is justified? If not, to what relief the workman is entitled and with effect from which date?"

2. The case of the employers in relation to the management of Bhowra (North) Colliery is that the present reference is not legally maintainable. The demand of the concerned workman, Md. Sakur for Category-V wages is without any merit and is liable to be summarily rejected. He operates a haulage engine of 100 H.P. and according to Wage Board Recommendation, a haulage operator operating a rope haulage of 75 H.P. and above upto 125 H.P. is fixed in Category-IV. The concerned workman has also been fixed in Category-IV. There is no electric sub-station near the place of his work so as to give him chance to carry on duties of sub-station attendant and to give him one category higher wages i.e. to put him in Category-V for carrying on additional duties of sub-station attendant besides his duties of haulage operator. The assertion of the concerned that he is performing the duties of sub-station attendant is false and his demand for Category-V on this account is without any merit.

3. The case of the concerned workman, as appearing from the written statement submitted on his behalf by the sponsoring union, United Coal Workers Union, is as follows :

The concerned workman has been working as haulage operator in 16-A Seam Incline of Bhowra (North) since 29-3-1984. He has been operating a haulage engine of 125 H.P. In addition to his prescribed job as haulage operator, he has been doing additional job of operating electrical switches on a

Switch Board installed near the haulage engine. According to the job description and categorisation, a haulage operator operating a 125 H.P. haulage is entitled to be placed in Category-V and to get the wages of that category. But the management has been paying him wages of Category-IV. Furthermore, as he has been performing additional job of switch board attendant, he is entitled to get wages of one category higher in accordance with the general practice prevailing in the collieries. The other haulage operators who are operating the same haulage engine of 16-A Seam Incline are being paid wages of Category-V. The concerned workman has been persistently claiming the wages of Category-V for operating 125 H.P. haulage and one category higher wages for the additional work as Switch Board Attendant. The management refused to concede the legitimate demand of the workman. So his union was constrained to raise an industrial dispute before the A.L.C.(C), Dhanbad which culminated in the present reference. The union has demanded that since the workman has been operating 125 H.P. haulage and has been performing additional job of Switch Board Attendant, he is entitled to get wages of Category-VI with effect from 29-3-1984 as per N.C.W.A. III and to get the benefit of fitment in the scale of Category-VI with effect from 1-1-1987 as per N.C.W.A. IV.

4. In rejoinder to the written statement of the union, the management has denied that the concerned workman is operating haulage engine of 125 H.P. He is operating haulage of 100 H.P. only. Operating the switches on the Switch Board in the haulage engine campus is not an additional work and is not same thing as working as sub-station attendant. The management has asserted that some haulage operators in Category-IV were promoted to Category-V as per cadre scheme and extra haulage operators in Category-V are also available in the colliery. Haulage Operators are deployed in Category-IV or Category-III jobs according to manpower distribution scheme.

5. In rejoinder to the written statement of the management, the union has asserted that the management has admitted in the conciliation proceeding that the concerned workman has been operating 125 H.P. haulage since long. According to the Wage Board Recommendations and categorisation of JBCCI Haulage Operator operating 125 H.P. and above are placed in Category-V.

6. The management, in order to justify its action, has examined MW-1 A. K. Mukherjee, now posted as Executive Engineer in Bhowra (North) Colliery and laid in evidence some documents which have been marked Exts. M-1 to M-2.

On the other hand, the sponsoring union has examined the concerned workman as WW-1 and laid in evidence some items of documents which have been marked Exts. W-1 to W-2.

7. Admittedly, Md. Sakur has been working as Haulage Operator in 16-A Seam incline of Bhowra (North) colliery. The management has not disputed the fact that he has been working as Haulage Operator in 16-A Seam Incline of Bhowra (North) colliery since 29-3-1984.

8. The sponsoring union has asserted that the concerned workman has been operating haulage of 125 H.P. On the other hand, the management has contended that he has been operating haulage engine of 100 H.P. In support of this contention the management has laid in evidence the plan of 16-A Incline of Bhowra (North) Colliery (Ext. M-2). It appears from this document that the surface haulage installed in 16-A incline is of 100 H.P. But this fact has been falsified by the management's own document. The Agent of Bhowra (North) UG Mine by letter dated 8-9-1987 to the A.L.C.(C), Dhanbad-III reported that the concerned workman has been operating 125 H.P. Haulage since long (Ext. W-2). The concerned workman has also submitted a petition to the management stating that he was operating 125 H.P. Haulage. His petition was considered by the management in the following manner :

His case may be considered, as he operates 125 H.P. Surface Haulage since long time.

The concerned workman himself has also stated that he has been operating haulage having 150 H.P. But this seems to be a tall claim in view of his pleading and evidence on record. Thus, from the evidence on record, I come to the inescapable conclusion that the concerned workman has been operating haulage of 125 H.P. in 16-A Seam Incline of Bhowra (North) colliery since 29-3-1984.

9. Shri Lalit Burman, authorised representative of the workman, has submitted before me that since the concerned workman has been operating haulage of 125 H.P., he is entitled to be placed in Category-V as per Nomenclature, Job Description and Categorisation of Coal Employees issued by Joint Bipartite Committee for the Coal Industry. Page 20 item No. 2 of this Booklet indicates that the Haulage Operator operating haulage of 125 H.P. and above are entitled to be considered as Skilled Senior workman and placed in Category-V. Then again Page 16 item No. 7 of the same Booklet indicates that Haulage Operators operating haulage from 75 H.P. upto 125 H.P. are entitled to be treated Skilled Junior workman and placed in Category-IV. There seems to be some anomaly in the matter as per this Booklet, but this is clarified by Implementation Instruction issued under N.C.W.A. III. Pages 82 and 83. Items 2, 4 and 5 of the said instruction indicate that Haulage Khalasi operating haulage below 75 H.P., 75 H.P. to 125 H.P. and above 125 H.P. are entitled to be placed in Category-III, IV and V respectively. This being the position, the concerned workman is entitled to be placed in Category-IV as Haulage Operator since he has been operating haulage of 125 H.P.

10. Shri Burman has contended that the concerned workman has been doing additional job of operating electrical switch on the Switch Board near Haulage Engine. This is also the hard fact appearing from the evidence of the concerned workman. Nevertheless, the fact remains that he has not been doing the additional job of sub-station attendant. The job description as per the Booklet of sub-station attendant, is as follows :

A workman who is stationed at the main switches in a electric sub-station in order to put circuits into commission and to restore

electric current to any circuit in case the switch trips.

He also ensures that transformers in the sub-station are not over-loaded.

11. There is nothing on evidence to indicate that the concerned workman has been doing the job of sub-station attendant as specified above.

12. Then again, Shri Burman has contended that other haulage operators operating haulage engine in 16-A Incline of the colliery are being paid wages of Category-V. But the management has produced document to show that there are as many as six haulage operators in 16-A Incline of the colliery and five of them are placed in Category-IV while the other one is placed in Category-V (Ext. M-1).

Thus, on all accounts the concerned workman is not entitled to be placed in Category-V in consideration of the nature of duties performed by him.

13. But the hard fact remains is that he has been stagnating in the same category since 1972. He has specifically asserted in his evidence that he has been stagnating in Category-IV since 1972. This statement of fact by him has not been assailed by the management. The following provisions have been made in NCWA-IV which came into effect from 1-1-1987.

"2.11 Upgradation of Daily Rated & Monthly Rated employees who have remained in the same category/grade for 10 years or more :

Daily rated and monthly rated employees who have remained in the same category/grade for a period of 10 years or more would be upgraded to the next higher category/grade and such upgradation will take effect from 1st July 1989. Employees completing 10 years of service in the same category/grade subsequently will be upgraded with effect from 1st July, 1990 and 1st July, 1991 respectively. However, such upgraded employees will continue to do the existing job."

In view of the provisions in N.C.W.A. IV, the concerned workman is entitled to be upgraded to the next higher category i.e. Category-VI and such upgradation will take effect from 1-7-1989.

14. Accordingly, the management has got no justification in placing the concerned workman in Category-IV after implementation of provisions of N.C.W.A. IV.

15. Hence, the following award is rendered—the action of the management of Bhowra North Colliery of M/s. BCC Ltd., P.O. Bhowra, District Dhanbad in paying wages of Category-IV to Md. Sakur, Haulage Operator, is not justified. The management is directed to place him in Category-V and to pay him Category-V wages with effect from 1-7-1989.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012/66/88-D.IV(A)/IR-Coal-I]
K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 18 दिसम्बर, 1990

का प्रा.-113-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय संचयन सेट्टन वेयरहाउसिंग कॉर्पोरेशन, पटना के प्रबंधन में सम्बद्ध रिजर्वेशन और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद से औद्योगिक प्रतिक्रिया, उड़ीसा, भुवनेश्वर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 14-12-90 को प्राप्त हुआ था।

New Delhi, the 18th December, 1990

S.O. 113.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Orissa, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation, Patna and their workmen, which was received by the Central Government on 14-12-1990.

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR :

PRESENT :

Shri S. K. Misra, LL.B, Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 12 OF 1989 (CENTRAL)

Bhubaneswar, the 29th November, 1990

BETWEEN :

The Management of Central Warehousing Corporation, Patna.

...First Party-Management.

And

Their workman Sri Gayadhar Paraja, represented through the Central Warehousing Corporation Employees' Union, Nayabazar, Cuttack.

...Second Party-Workman.

APPEARANCES :

1. Sri A. K. Jena, Regional Manager, Central Warehousing Corporation, Bhubaneswar.

2. Mrs. R. John, Warehouse Manager, Central Warehouse, Bhubaneswar.

....For the First Party-Management

1. Sri A. K. Nayak Secretary of the Union.

2. The workman himself

...For the First Party-Management.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their order No. L-42012/2/89-IR(Misc) dated 12th June, 1989 have referred for adjudication by this Tribunal the following dispute :—

“Whether the action of the management of Central Warehousing Corporation Regional Office, Patna in dismissing the services of Shri Gayadhar Praja, Chowkidar (posted at Central Warehouse, Jeypore) w.o.f. 26-3-87

is justified? If not, what relief is the workman entitled to?”

2. The workman is a tribal who had been working as a Chowkidar in the Central Warehouse of the First Party at Jeypore. He was charged for committing theft of eight bags of paddy from the godown No. A/5 in the warehouse premises which was communicated to him as per Ext. 2 on 25-4-86. The charge against the workman is quoted below :—

“That the said Sri Gayadhar Paraja while on duty on 15/16-1-1986 from 10.00 p.m. to 6.00 a.m. at Civil Supplies godown situated within the warehouse premises where he was supposed to keep vigil on the stocks, ironically removed and sold away 8 bags of paddy from godown No. A/5 and committed fraud/misappropriation to an extent in as much as he failed to show absolute integrity.

That Shri Gayadhar Paraja after getting the memorandum from the Warehouse Manager on 16-1-1986 did not turn up at the Warehouse since the date of incident and did not come forward to explain the circumstances to the Investigating Officer and as such committed an act of misconduct.

That Shri Gayadhar Paraja thereby contravened Rule 39 of Central Warehousing Corporation (Staff) Regulation, 1986.”

The workman submitted explanation denying the charges which was not accepted by the First Party-Management. An enquiry was ordered which was conducted by one of the Officers of the Corporation. It is alleged by the workman that during the enquiry the workman was pressurised and even threatened by the Enquiry Officer to give confessional statement. He was not allowed to engage any of his co-workers to defend him. It is further alleged that the Enquiry Officer put questions to the witnesses examined in support of the charges with a view to eliciting answers to implicate the workman in the alleged crime. The workman stated in his statement of claim that he is an illiterate tribal and he does not understand English. The enquiry was conducted in English. The Enquiry Officer did not explain to him the contents of the depositions recorded in the proceeding. He was not permitted to examine any witness in his defence or to peruse the relevant documents which were relied upon by the Enquiry Officer in the enquiry. In the statement of claim the workman further stated that no theft of paddy was committed during the period he remained in charge of the godown and that when he made over charge of the godown to his successor the lock and seal put thereon were intact. According to him an FIR was lodged by the Management before the Police on 6-3-1986, nearly three month after the alleged occurrence. On the whole, the plea of the workman is that the charges drawn up against him were totally false and he was falsely implicated in the occurrence though there was no such occurrence.

3. The First Party-Management in the written statement filed on its behalf stated that the second party-workman who was on duty on 15/16-1-1986

from 10.00 p.m. to 6 a.m. removed and sold away eight bags of paddy from the godown and thus, he committed misappropriation. A domestic enquiry was held against him during which all reasonable opportunities were afforded to him to defend himself. The principle of natural justice was followed during the enquiry and the workman was found guilty of the charges. It is stated that during the enquiry the workman gave his confessional statement admitting his guilt and requesting for being pardoned. In paragraph 6 of the written statement filed by the Management it is stated thus:—"From the duty Registers it is evident that Shri Gayadhar Praja was on duty on 15-1-1986 from 10.00 a.m. to 6.00 a.m. on 17-1-1986 at Civil Supplies Godowns situated with the Warehouse Premises, where he was supposed to keep vigil on the stocks. Instead of keeping watch he has removed and sold away 8 bags of paddy from godown No. A/5. The Warehouse Manager (I/C) Shri J. R. Padhi and Shri R. S. Mishra, J.T.A., Shri Ramesh Panigrahi, WA-II, Shri K. Venkat Rao, D.O., witnessed the Rickshaw wheel prints from godown No. A/5 to boundary gate, which created doubt as there was no transaction on previous day due to heavy rains. The stocks were counted and then only it was found out that 8 bags of paddy were stolen. Subsequently the markets were searched by the staff and it was discovered that Shri Gayadhar Praja had sold away 6 bags of paddy and taken back 2 bags with himself. The deposition statements make it very clear that none else except Shri Praja could have done so.

Moreover from the octroi Superintendent, Jeypore Municipality, Jeypore it is evident that Shri Gayadhar Praja had not brought any paddy through the gate as there was no entry in the Daily Collection Register from 14-1-1986 to 17-1-1986".

It is further stated that on the basis of the enquiry report the services of the workman were terminated by the disciplinary authority with effect from 26-3-87.

4. On the pleadings of the parties, the following issues arose for consideration :—

ISSUES

- (1) If the disciplinary enquiry conducted against the second party-workman in respect of the charge that he committed theft of eight bags of paddy from the godown of the Central Warehousing Corporation, Jeypore on 15/16-1-1986 and sold the same pursuant to which he was dismissed from service is fair and proper?
- (2) If the action of the management of the Central Warehousing Corporation, Regional Office, Patna in dismissing the services of Shri Gayadhar Praja, Chowkidar (posted at Central Warehouse, Jeypore) with effect from 26-3-1987 is justified?
- (3) To what relief, if any, the second party-workman is entitled?

All these issues are taken-up together for consideration.

5. In this proceeding, think, I should first refer to the evidence adduced on behalf of the First Party-Management.

M.W.1 is the Manager of the Corporation. He proved the charge sheet drawn-up against the second party-workman (Ext. 2) and the explanation submitted by the workman (Ext. 5) and stated that he was appointed as the Enquiry Officer to conduct the enquiry. He stated that after fixing the date of the enquiry he noticed both the Presenting Officer and the charged workman to appear at the enquiry. Before commencement of the enquiry he explained the procedure to be adopted during the enquiry to the workman. He readover the charge sheet to the workman and also asked him if he pleaded guilty to which he denied. He stated that during the enquiry since there was no typewriter available, he took the assistance of one R. S. Misra (M.W.2), who was the Junior Technical Assistant of the Corporation at Jeypore to record the evidence. According to him, Sri Misra recorded the evidence of the witnesses as were being spoken by them in English and was explaining the same in Oriya to the workman. On the concluding day of the enquiry he directed the Presenting Officer to supply the prosecution brief to the charged workman and directed the charged workman to submit his defence plea to him. The workman submitted the same which he received on 2-3-1987. Ultimately, he submitted his enquiry report Ext. 38 to the Regional Manager wherein he held the workman guilty of the charges. Being cross-examined he stated that Sri R. S. Misra, who recorded the evidence did not give any certificate to the effect that he had readover and explained the proceeding and the depositions which he recorded in English to the charged workman in Oriya. He admitted that the charged workman is a tribal and he did not know English. He further admitted that Sri R. S. Misra who was entrusted with the work of recording the evidence was himself a witness for the Management in the said enquiry proceeding and he also gave his evidence in the enquiry as a witness for the Management. It is really unfortunate that the Enquiry Officer thought of asking one of the witnesses of the Management, examined in the proceeding to record the evidence of other witnesses. He admitted that no eye witness to the commission of theft of paddy by the workman was produced by the Management in the enquiry but some documents were produced to prove the charges. Being further cross-examined he stated that the alleged theft was committed between 10.00 p.m. and 6.00 a.m. of the night between 15/16-1-1986. The theft was detected in the morning of 16-1-1986 by the godown staff and the Warehouse Manager. The extract of the godown opening and closing register was produced by the Manager before him Ext. 37. In this register mention is made whenever the godown is opened. Ext. 37, however, does not show the godown was opened on the relevant day or on any day during the month of January, 1986. This witness further stated that the godowns including the godown No. A/5 from which there was theft of paddy were supposed to remain under lock and key and the Warehouse Manager is the custodian of the key of the godown. He further admitted that the locks of the godown are sealed when godowns are closed and no broken seal of the lock was produced before him during the enquiry. He stated that the Warehouse Manager was the sole custodian of the key of the godown. The Enquiry Officer further stated that in finding the work-

man guilty of the charges of theft he relied upon the letter of the Octroi Superintendent, Municipality, Jeypore, the letter of Mr. A. V. Rao & Sons, Proprietor of M/s. Anand Rice & Mills, Jeypore, the Police Investigation report and the photostat copy of the opening and closing register of the godown at pages 48 and 49. According to him, the Octroi Superintendent had sent a reply to the Management's letter on 24-3-1986 that on verification of the daily collection register of North gate from 14-1-1986 to 17-1-1986 it was found that Sri Gayadhar Paraja of Makaput had not brought any paddy through the gate but he admitted that he did not ascertain during the enquiry as to how many octroi gates were there for entering into the Jeypore Municipal area during the relevant period. He admitted that he could know from Ext. 19 that the workman Gayadhar Paraja had brought six bags of paddy through the octroi check gate either on 17-1-1986 or on 18-1-1986 and he could know from Ext. 20 that he sold six bags of fine paddy at the Anand Rice & Oil Mills on 17-1-1986. He admitted that during the enquiry the Management did not produce any evidence before him that the paddy which were allegedly stolen from the godown of the Corporation were fine variety of paddy or not, though Ext. 20 shows that the workman sold fine variety of paddy at the Anand Rice Mill.

This witness stated that he does not understand Oriya. According to him, as far as he understood, Ext. 36 was the letter submitted by the charged workman confessing that he had committed theft of paddy. Ext. 36 is written in Oriya. He admitted that he does not know reading Oriya. The Warehouse Manager, the Junior Technical Assistant and the P.A. to the Regional Manager explained to him that Ext. 36 contained the confession made by the charged workman. Being further cross-examined he admitted that Ext. 37 showed that on 16-1-1986 at 10.00 a.m. Sri G. C. Lal, Chowkidar took charge of the godown from the delinquent-workman. There was, however, no remark in the register Ext. 37 that the lock and key of the godown or the seal on the lock had been tampered with. The register Ext. 37 also revealed that the charged workman attended to his duties from 10.00 p.m. of 17-1-1986 to 6.00 a.m. of 18-1-1986. He admitted that the Warehouse Manager stated before him during the enquiry that on 18-1-1986 the charged workman came and saw him on being summoned. This statement falsifies the charge against the workman that immediately after the occurrence he did not go to explain about the allegation of theft. The Enquiry Officer further admitted that no documents relating to any stock verification made in the A/5 godown was produced before him by the Management during the enquiry.

M.W.2, who not only gave evidence in the enquiry but recorded the evidence of others, stated that during the enquiry the Presenting Officer put questions to the workman in Hindi which he translated to the workman in Oriya and whatever reply the workman gave was translated by him in Hindi to the Enquiry Officer. He stated that the Enquiry Officer dictated to him the evidence which he recorded in his own hand in English. He also stated that during the enquiry the second party-workman orally requested

the Enquiry Officer that he should be permitted to be assisted by a co-worker but he did not give anything in writing. Being cross-examined he stated that the Enquiry Officer Mr. S. B. Singh does not speak Oriya but he understands Oriya. He admitted that he did not give any certificate in the depositions to the effect that he explained the questions put by the Presenting Officer to the workman in Oriya and translated the reply to the workman to the Presenting Officer in Hindi. He admitted that he did not give any certificate to the effect that he recorded the depositions of the witnesses. According to him, while the workman was giving answers, some portions were written by him as dictated by the Enquiry Officer and some portions were written by him on his own.

With regard to the so-called confessional statement given by the workman Ext. 36, this witness made very significant statements. He proved the same as being written by the Warehouse Assistant Grade-II as per the dictation given to him by the Enquiry Officer in Hindi which was rendered to Oriya by Mr. Benia. This witness stated that this letter Ext. 36 dated 2-2-1987 after being written by Mr. Benia was read over to the Enquiry Officer. He further stated—"When the Enquiry Officer dictated the contents of the letter Ext. 36 to Sri Benia and he wrote it, the second party workman was not inside the office room where it was being written and he was outside the office room in the Verandah." This statement clearly establishes that this letter Ext. 36 which is used as a confessional statement allegedly made by the workman was created by the Enquiry Officer himself with the assistance of Mr. Benia in the absence of the workman at the place. This amounts to fabrication of evidence by such a Senior Officer of the Corporation in order to get the charges against the second party-workman proved. Not only this is unfortunate but it calls for very serious and drastic action against the Officer concerned and if necessary, such Officer should be subjected to criminal prosecution.

These are all the evidence adduced on the side of the Management.

6. The workman examined himself. He denied the charge as totally false. He stated that he was on duty at godown No. A/5 from 10.00 p.m. in the night till 6.00 a.m. of the following morning of 15/16-1-1986. According to him, on 16-1-1986 he gave the keys of the gate and the torch to the Manager of the Warehouse and then left. The lock and seal in the godown were intact. He also stated that the criminal proceeding which was initiated against him for the alleged theft was disposed of by the S.D.J.M., Jeypore by his judgment dated 16-1-90 and he was acquitted. He stated that he did not confess before the Enquiry Officer that he had committed theft of paddy from the godown of the Warehouse.

7. All these evidence clearly establish the innocence of the second party-workman and reveal a case against the then Warehouse Manager and other staff who, as is *prima facie* seen, must have committed theft of paddy from the godown. I may state here that as is revealed by the evidence, the godown was under lock and key and there was a seal on the lock.

The custodian of the key was the Warehouse Manager. Admittedly, the lock and key were intact. There is no evidence that the godown was broken at any other place. In the circumstance, who else could have committed theft of paddy other than the Warehouse Manager or with his connivance by some one else? The register Ext. 37 which records about the opening and closing of the godown reveals that throughout the month of January 1986 the godown had not been opened. If as stated by the Management there was theft of eight bags of paddy, who did so other than the Manager of the Corporation? In the circumstance, while I would find that the enquiry proceeding taken-up against the workman was wholly vitiated and the findings recorded therein against the workman was based on no evidence, I would hold on the basis of the evidence recorded by one in this proceeding that primafacie, the Warehouse Manager and his associates or some other man with their connivance committed theft of paddy from the godown of the Corporation on the relevant day and if deemed fit, they should be prosecuted criminally on charge of theft.

8. In conclusion, I would hold that the action of the Management in dismissing the workman from service with effect from 26-3-1987 is illegal and unjustified and he should be reinstated in service with full back wages.

Before parting with this case, I deem it proper to observe that the manner in which the Management's representative took adjournment after adjournment, on flimsy grounds, give me the impression that they were all out to assist the Warehouse Manager to escape from the liabilities to which he was exposed. The exhibits and the evidence in this proceeding reveal that it is a case where a poor tribal was victimised for no fault of his by his authorities.

A copy of this Award after it is published must be sent to the concerned authorities for information and appropriate action.

9. The reference is answered accordingly.

S. K. MISRA, Presiding Officer.

Date 29-11-90.

[No. L-42012/2/89-IR(Misc.)]

K. V. B. UNNY Desk Officer.

नई दिल्ली, 27 दिसम्बर, 1990

वा.आ.-114-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार सेवसे भारत पेट्रोलियम कॉर्पोरेशन लि., एर्नाकुलम के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अर्नाकुली के पंचाट को प्रकाशित करती है।

New Delhi, the 27th December, 1990

S.O. 114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Alleppey as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Petroleum Corpn. Ltd., Ernakulam and their workmen.

3457 GI/90—8

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, ALLEPPEY.

(Dated this the 15th day of November, 1990).

PRESENT :

SHRI. K. KANAKACHANDRAN, Industrial Tribunal.

Industrial Dispute No: 99/89.

BETWEEN :

The Senior Installation Manager, M/s. Bharat Petroleum Corporation Limited. Ernakulam, Cochin-682031, Kerala.

AND

The Workmen of the above concern represented by the President, Petroleum Employees' Association, C/o. Shri E. Francis, Secretary, Petroleum Employees' Association, Office of Bharat Petroleum Corporation Limited, B. B. No: 2615. Cochin-682031, Kerala.

REPRESENTATION :—

M/s. Menon & Pai, Advocates, Cochin-682011.
For Management.

Sri. Sebastian Paul, Advocates, Cochin-682018.
For Workmen.

AWARD

1. This industrial dispute is on a reference by the Government of India. Through the reference order dated 26-7-1989 the issue referred for adjudication is :—

“Whether the management of M/s. Bharat Petroleum Corporation Limited, Ernakulam Installations, Ernakulam is justified in refusing to treat the leave applied for by the employees for Saturdays as half day leave as is the practice in the Bombay Region of the Corporation. If not what relief are the workmen concerned entitled to?”.

2. The union in their claim statement has contended that the employees in the Ernakulam Installation of the management company are working 45 hours a week including a half day's work on Saturday. Although they are working only half day on Saturday, if they are applying for leave the management, treat the leave on Saturday only as leave. According to them this practice is contrary to all logic. It is also contended that there is no need for applying casual leave for half day when on Saturdays the establishment works only for half day. In Bombay region all offices under the same management, treat the leave on Saturday only as half-day leave. The refusal on the part of the management to extend the same practice to Ernakulam is illogical, irrational and arbitrary, according to the union. So long as service conditions of the employees under the management are equal, there is no need for any kind of discrimination in the matter of availing of casual leave on Saturdays.

3. The management contends that although as per the provisions of the Factories Act the workmen herein are under obligation to work for 48 hours, actually they are working only for 45 hours and that was on account of only five hours' continuous work on Saturdays. On Saturdays the workers need work only from 8 A.M. to 1 P.M. without lunch break. According to the management, half day's leave means four hours' absence either in the forenoon or afternoon session of the eight hours work. Since the employees have to work continuously for five hours on Saturday, their absence on Saturday could be treated only as one day's leave. This being the practice prevailing in Ernakulam Installation from the very beginning and that forms part of their service conditions also. All the employees in the Marketing Division are covered under All India's Long Term Settlement dated 22-8-1986 signed under Sec. 12(3) of the Industrial Disputes Act. Prior to the signing of All India Settlement, the present management and their predecessor in interest viz., M/s. Burmah Shell Company had signed the regional settlements and in view of that there were certain variations among the regions. In view of that, in the Bombay region, casual leave on Saturday is still treated as half day's leave. However in the Calcutta, Delhi and Madras regions including Ernakulam, the practice has been to debit a full day's leave for casual leave taken on Saturdays. Only in Bombay a different pattern is being followed and the management's objective is to make uniform practice for all the regions. It is further stated that Petroleum Employees' Association, Ernakulam the union concerned in this dispute represents only 1.5 per cent of the workmen and in view of that there is no locus standi for them to raise a dispute like this. None of the unions other than the union concerned herein had raised a dispute like this. Since substantial number of workmen had not raised a dispute like this, the reference for adjudication itself is invalid. On the validity of the reference another contention raised by the management is that since the terms and conditions of service are governed by the conciliation settlement under Sec 12(3) of the ID Act, during the pendency of such a settlement a dispute like this cannot be raised. Since the raising of this dispute is illegal, the reference itself is incompetent.

4. When this dispute was taken up for evidence after the filing of statement it was submitted by both sides that they did not want to adduce either oral or documentary evidence. Hence the dispute was elaborately heard.

5. Before going to the merit of the contention I would like to consider the contention of the management on the question of competency of the reference. If it is true that a condition settlement was in force when the matter was referred for adjudication. There is no material before me to show that demand like the one which is referred for adjudication had been raised and on that demand there was agreement between parties and the same was incorporated in the conciliation settlement dated 22-8-86. In the absence of any material on that behalf, it cannot be held that this reference is not maintainable.

6. It is a fact that the employees in the Ernakulam Region need work only for 45 hours in a week and that was on the basis of settlement regarding the service conditions. The working hours on Saturday is limited to five hours by considering the convenience of the workers. If their convenience is not taken into account by the management, it is obligatory for them to work on Saturdays also for eight hours as in the case of any other day. Only as a concession they are working a lesser number of hours on Saturday. Even if they are working on Saturday for five hours they are being paid for full days wages. No deduction is made from their wages on the assumption that they are working only for five hours. Therefore practically Saturday is also just any other day for all purposes except obligation on the part of the workers to work only five hours on that day. If they are availing leave on Saturday, it can only be treated as availing of leave for a full working day. Therefore there is no justification in the demand of the union that if casual leave is applied on Saturday, that leave should be treated as half day's leave. If the plea of the workmen is allowed, the effect would be that a worker who is availing leave on two Saturdays would be actually losing only one day's leave and that is really against the very principle of granting of leave. Moreover the contention of the management that in Madras, Calcutta and Delhi regions, leave on Saturday is treated as full day's leave is not controverted by the union. Therefore, according to me, it is high time to make change in the pattern which is being followed in the Bombay region also in terms of the practices prevailing in other regions. The union's case would have been sustainable if the position is that for working on Saturdays, the workers are paid only half the wages of a day.

7. In the result an award is passed holding that there is no justification in the demand of the workers for treating casual leave on Saturdays as half day's leave.

K. KANAKACHANDRAN, Industrial Tribunal
[No. L-30011/12/89-IR (Misc.)]

का.आ - 115-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैलादिला आयरन और प्रोजैक्ट, किरांदुल के प्रखण्ड के स्वतंत्र विरोधताओं और कार्यकारी के बीच, प्रमुख में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (म.प्र.) के पंचपट को प्रकाशित करती है, ।

S.O. 115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bailadila Iron Ore Project, Kirandul and their workmen.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC (R) (232)/1987.

PARTIES :

Employers in relation to the management of Bailadila Iron Ore Project, Deposit No. 14,

P.O. Kirandul, District Barter (MP) and their workman Shri Jagru Ram Shovelmar, represented through the Bastar Khadan Ma'door Sangh (KMS) 2/B New Colony, P.O. Kirandul, District Bastar (MP).

APPEARANCES :

For Workman —Shri Kamlesh Dutta, Advocate.

For Management—Shri R. Menon, Advocate.

INDUSTRY : Iron Ore Mining

DISTRICT : Bastar (M.P.)

AWARD

Dated : November 19th, 1990.

This is a reference made by the Central Government Ministry of Labour, vide its Notification No. L-26012[5]86-D.III(B)|DII(A) dated 11 Novr. 1987, for adjudication of the following dispute :—

“Whether the action of the General Manager, Bailadila Iron Ore Project, Deposit No. 14 Kirandul in retiring Shri Jagru Ram Shovelmar on 30-6-85 on the ground of attaining the age of superannuation 58 years is justified? If not, to what relief is the workman concerned entitled ?”

2. Facts of this case are that Shri Jagru Ram was appointed in the Project on 1-6-1963. He was retired from service on attaining the age with effect from 30-6-85. At the time of his retirement Shri Jagru Ram was working as a Shovelmar.

3. According to the workman, his age was wrongly given in his service book on which basis he was retired on superannuation. As per record his date of birth is 17-10-1926 but actually it is 17-10-1941. The workman was never informed and his date of birth was entered by the management without his knowledge. He has given certificate of his birth also. Apparently, his representation to the effect that his date of birth is 17-10-1941 and therefore he was not retired on due date i.e. 31-10-1984 as per record and all of a sudden he was arbitrarily retired with effect from 30-6-1985. Thus the order of superannuation is liable to be set aside. He should be permitted to continue in service with all benefits.

4. According to the management, the workman himself has given his date of birth. He had produced a forged certificate. He has been rightly retired after due consideration of his representation and certificate. Reference is, therefore, liable to be rejected.

5. The reference was the Issue in this case.

6. I have gone through the documents Ex. M|1 to Ex. M|20 which have been admitted by the workman. No oral evidence was adduced by the workman concerned.

7. Obviously, the management considered the certificate subsequently filed by the workman. Ex. M|4 is the copy of one certificate of his date of birth. This certificate appears to have been issued by the Head Master Primary School, Bhilai. The certificate discloses that the workman was private student, but certificate itself reveals that it was a Transfer Certificate. Another certificate is Ex. M|6 which is also a

Transfer Certificate. Management says that it has not only enquired from the D.S.E. that no such Certificate was issued but there is force in the contention of the management that Transfer Certificate is not issued to the private students of the Primary School. Certificate Ex. M|6 even discloses that the workman studied in the School from 10-8-1949 to 30-8-1949. Ex. M|4, however, does not disclose anything. According to the management, it had made an enquiry about the genuineness of the certificates from the D.S.E. and the Certificates were found to be forged. Ex. M|s is a report of the D.E.S. according to which the Primary School, Bhilai had started from 15-6-1954 not prior to that. Two other reasons have also been given by the D.S.E. Kanker in this regard as per Ex. M|8,

8. That apart, it is very strange that the workman remained quiet for such a long period and all of a sudden came out to say that the entry relating to his date of birth on the record of the management is not correct and has been entered by the management itself without his knowledge. It is true that the Medical Certificate Ex. M|11 discloses that at the time of retirement his approximate age appears to be 50 years. But it is just a guess of the age by the Medical Officer and this cannot form the basis to hold that the management has falsely entered the date of birth of the workman concerned in its record. That apart the Certificates tendered by the workman have been found forged. Workman has not cared to prove before this Tribunal that the Certificates are valid Certificates and that his date of birth have been wrongly entered in his service record.

9. Workman has therefore been rightly retired on attaining the age of superannuation, I hold accordingly. Reference is answered as follows :

That the action of the General Manager, Bailadila Iron Ore Project, Deposit No. 14, Kirandul in retiring Shri Jagru Ram Shovelmar on 30-6-1985 on the ground of attaining the age of superannuation 58 years is justified. He is not entitled to any relief. No order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-26012[86-D.II(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 28 दिसम्बर, 1990

का.शा. 116:—लौह अयस्क खान, मैंगनीज अयस्क खान और कोयला अयस्क खान श्रम कल्याण निधि नियम, 1978 के नियम 16 और नियम 3 के उप नियम (2) के साथ पठित लौह अयस्क खान, मैंगनीज अयस्क खान, और कोयला अयस्क खान श्रम कल्याण निधि अधिनियम, 1976 (1976 का 61) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा भारत के राजपत्र के भाग-II, खंड 3, उप-खंड (ii) में दिनांक 30 नवम्बर 1985 को प्रकाशित भारत सरकार के श्रम मंत्रालय की दिनांक 20 नवम्बर, 1985 की अधिसूचना संख्या का.आ. 5478 के द्वारा उड़ीसा राज्य के लिए गठित सलाहकार समिति में पहले नियुक्त किए गए व्यक्तियों के स्थान पर इन अधिसूचना के द्वारा निम्नलिखित व्यक्तियों को नियुक्त करती है, अर्थात्:—

- | | |
|--|-------------------|
| 1. राज्य मंत्री, | —अध्यक्ष |
| श्रम और रोजगार, उड़ीसा सरकार। | |
| 2. कल्याण आयुक्त, भुवनेश्वर | —उपाध्यक्ष (पदेन) |
| 3. क्षेत्रीय श्रमायुक्त (केन्द्रीय), भुवनेश्वर | —सदस्य (पदेन) |

4. निवेशक, ज्ञान सुरक्षा, भुवनेश्वर	—सदस्य (पर्यट)	3. The Regional Labour Commissioner (Central), Bhubaneswar.	—Member (Ex-officio)
5. श्री प्रफुल्ला चौधरी बदर्ही, सदस्य, विधान सभा, मुक्तिदा, बर्गोसर।	—सदस्य	4. The Director Mine Safety, Bhubaneswar.	—Member (Ex-officio)
6. श्री सदानन्द मिश्र, महा प्रबन्धक, उड़ीसा खनिज निगम लिमिटेड (क्रोम जोन) जयपुर, रोड, जिला कटक।	नियोजकों के प्रतिनिधि	5. Shri Prafulla Ch. Chadai, Member, Legislative Assen.b'v, Sukinda, Keonjhar.	—Member
7. श्री .एस. मणि, महा प्रबन्धक, उड़ीसा खनिज विकास निगम लि., मुकाम श्रीर डाकघर—डकुराभी, जिला बर्गोसर।		6. Shri Sadananda Mishra, General Manager, Orissa Mining Corporation Ltd., (Chrome Zone), Jaipur Road, District Cuttack.	—Employers' Representatives
8. महा प्रबन्धक, (भारत इस्पात प्राधिकरण लि.), बोलानी लोह अयस्क खान, मुकाम श्रीर डाकघर-बोलानी, जिला—बर्गोसर।		7. Shri K.S. Mani, General Manager, Orissa Mineral Development Corporation Ltd., At and Post Office Tnakurani, District Keonjhar.	
9. श्री अजय राउत, अध्यक्ष, बर्गोसर माइंस वर्कर्स यूनियन, प्लॉट सं. 251, खारवेला नगर, भुवनेश्वर।	—कर्मचारों के प्रतिनिधि	8. General Manager (SAIL), Bolani Iron Ore Mines, At and Post Office Bolani, District Keonjhar	—Workers' Representatives
10. श्री डी.सी. मोहंती, अध्यक्ष, बर्गोसर माइंस एंड फोरेस्ट वर्कर्स यूनियन, डाकघर-बारबिल, जिला बर्गोसर, उड़ीसा।		9. Shri Ajoy Rout President, Keonjhar Mines Workers Union, Plot No. 251, Kharvela Nagar, Bhubaneswar.	
11. श्री डी.एस. पार्ता, जनरल सेक्रेटरी, मार्श उड़ीसा, बर्गोस यूनियन, बारबिल।	—कर्मचारों के प्रतिनिधि	10. Shri D.C. Mohanty, President, Keonjhar Mines and Forest Workers Union, Post Office Barbil, District Keonjhar Orissa.	—Women Representative
12. डा. राधा देवी, मुकाम श्रीर डाकघर-भोलीगंज, बलासोर, जिला बलासोर।	—महिला प्रतिनिधि	11. Shri B.S. Pati General Secretary, North Orissa Workers Union, Barbil	
13. कल्याण प्रसादक, बारबिल, उड़ीसा।	—सचिव	12. Dr. Radha Devi, At and Post Office Motiganj, Balasore, District Balasore.	—Secretary
2. उक्त सलाहकार समिति का मुख्यालय भुवनेश्वर में होगा।		13. Welfare Administrator, Barbil, Orissa.	

[सं. यू.-19012/13/88/इस्पू. II(सी.)]

वी.डी. नागर, अव्वर सचिव

New Delhi, the 28th December, 1990

S.O. 116.—In exercise of the powers conferred by section 5 of the Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976 (60 of 1976), read with sub-rule (2) of rule 3 and rule 16 of the Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines, Labour Welfare Fund Rules, 1978, the Central Government hereby appoints the following persons to the Advisory Committee for the State of Orissa, in place of persons appointed earlier vide notification of the Government of India in the Ministry of Labour No. S.O. 5476, dated the 20th November, 1985, published at page 6302 of the Gazette of India Part II, Section 3, Sub-section (ii), dated the 30th November, 1985, namely —

1. Minister of State for Labour and Employment, Government of Orissa. —Chairman
2. Welfare Commissioner, Bhubaneswar. —Vice-Chairman (Ex officio)

2. The headquarters of the Advisory Committee shall be at Bhubaneswar.

[No. U-19012/13/88-W.II (C)]

V.D. NAGAR, Under Secy.

आदेश

नई दिल्ली, 31 दिसम्बर 1990

का.आ. 117:—राजभाषा (संघ के मासकीय प्रयोजन के लिए प्रयोग) नियम, 1976 के नियम 8 के उप नियम (4) के अनुसरण में केन्द्रीय सरकार, कर्मचारी राज्य बीमा निगम बर्गीकृत को ऐसे अधिकृतित कार्यालय विनिर्दिष्ट करती है जिनके वे सभी कर्मचारी जिन्हें हिन्दी में प्रवीणता प्राप्त है इस आदेश के सरकारी राजपत्र में प्रकाशन की तारीख से संलग्न अनुसूची में विनिर्दिष्ट सभी कामकाज में दिव्य, प्राकृषण और अन्य सभी मासकीय प्रयोजनों के लिए केवल हिन्दी का प्रयोग करेंगे।

2. इस आदेश का यह अर्थ नहीं लिया जाएगा कि उक्त कार्यालयों में इस नियम या किसी अन्य विधि के अधीन किसी अन्य भाषा का प्रयोग करना आवश्यक या अपेक्षित है। जहाँ अन्य भाषा का उक्त कार्यालय के सरकारी काम काज में प्रयोग नहीं किया जाएगा।

अनुसूची

कर्मिक शाखा का नाम	हिन्दी में किये जाने वाले कार्य का स्वरूप/प्रकार	
1	2	3
1. प्रशासन शाखा	निम्नलिखित से संबंधित मामले :—	
	1. अर्ध वेतन अवकाश/प्रसूति अवकाश प्रसाधारण अवकाश।	
	2. अवकाश मंजूरीकरण।	
	3. छुट्टी यात्रा रिमायन।	
	4. स्थावर पेशगी।	
	5. सामान्य भविष्य निधि।	
	6. वार्षिक वेतन वृद्धि व वक्षता रीष।	
	7. मासिक स्लूटर पेशगी।	
	8. सेवा पुस्तिकाओं में प्रविष्टियाँ।	
	9. तिसाही छ.माही डाइपराडिटिंग परीक्षा।	
	10. विभागीय पदोन्नति परीक्षा।	
	11. विभागीय प्रशिक्षण।	
	12. दीरा कार्यक्रम का अनुमोदन।	
	13. अनौपचारिक टिप्पणियाँ सभी अनुस्मारक।	
	14. मुख्यालय से प्राप्त अनुदेशों का अग्रेषण।	
	15. अनापत्ति प्रमाण पत्र का जारी किया जाता।	
	16. वार्षिक गोपनीय रिपोर्टों संबंधी पत्राचार।	
2. रोकड़ शाखा	निम्नलिखित से संबंधित मामले :—	
	1. बिल बनाना।	
	2. बिंदों से संबंधित पत्राचार।	
	3. संतान शिक्षण भत्ता।	
	4. चिकित्सा प्रतिपत्ति।	
	5. अनौपचारिक टिप्पणियाँ अनुस्मारक।	
	6. मुख्यालय से प्राप्त अनुदेशों का अग्रेषण।	
	7. स्थानीय कार्यालयों को आपातकालीन निधियों का अन्तरण।	
	8. अनियमितताओं को नियमित किया जाना।	
	9. बैकिंग व्यवस्था से संबंधित पत्राचार।	
	10. अस्थाई पेशगी की स्वीकृति।	
	11. विभिन्न रजिस्ट्रारों में प्रविष्टियाँ।	
3. वित्त एवं लेखा शाखा	निम्नलिखित से संबंधित मामले :—	
	1. विभागीय बैंक लिखना।	
	2. बैंकों का अग्रेषण पत्र।	
	3. स्थानीय कार्यालय प्रबंधकों को उनको दैनिक/मासिक सीमा से अधिक राशि की निकासी के लिए प्राधिकृत करना।	
	4. स्थायी अर्पणता हितलाभ/आश्रित हितलाभ की वरों का सत्यापन।	

1	2	3
4. सामान्य शाखा	निम्नलिखित से संबंधित मामले :—	5. लेखा परीक्षा रिपोर्टों का अग्रेषण।
	1. चतुर्थ श्रेणी के कर्मचारियों से किया जाने वाला पत्राचार।	6. आपात संहिता पास किए गए बिलों की तिसाही रिपोर्ट।
	2. अनौपचारिक टिप्पणी अनुस्मारक।	7. लेखा सभ्य 2 की बैंक समायोजन विवरणी का अग्रेषण पत्र।
	3. टेलीफोन बिजली के बिल।	8. दैनिक रोकड़ विवरणी तथा स्थानीय कार्यालय से प्राप्त अन्य विवरणियों के संबंध में किया जाने वाले पत्राचार।
	4. रजिस्ट्रारों में प्रविष्टियाँ।	9. वेतन बिल के संबंध में किया जाने वाला पत्राचार।
5. बीमा शाखा-1	निम्नलिखित से संबंधित मामले :—	10. अनौपचारिक टिप्पणी अनुस्मारक।
	1. विस्तारित बीमारी हितलाभ से संबंधित मुख्यालय भेजे जाने वाले मामले संबंधी पत्राचार।	11. रजिस्ट्रारों में इन्वराज।
	2. अश्वान विवरणियाँ/बालानों का राजस्व अनुभागों में भेजा जाना।	
	3. पुनः पावता और निर्गम सूचियों का प्रेषण।	
	4. मुख्यालय भेजी जाने वाली एसिक-71 संबंधी विवरणी।	
	5. अनौपचारिक टिप्पणियाँ/अनुस्मारक।	
	6. प्रशासन शाखा को भेजी जाने वाली विभिन्न विवरणियाँ।	
	7. बीमाकृत व्यक्तियों की संख्या से संबंधित मुख्यालय भेजी जाने वाली विवरणी।	
6. बीमा शाखा-2	निम्नलिखित से संबंधित मामले :—	
	1. मुख्यालय को भेजी जाने वाली मासिक प्रगति रिपोर्ट।	
	2. स्थानीय कार्यालयों से प्राप्त मासिक प्रगति रिपोर्टों से संबंधित छुटपत्र।	
	3. डाक्टरों को चिकित्सा बोर्ड की पीस का भुगतान।	
	4. चिकित्सा निर्देशी व उसके लिपिक को मानदेय का भुगतान।	
	5. लेखा परीक्षा आपत्तियों का निपटारा।	
	6. अन्तर्देशीय/अन्तर स्थानांतरण के मामलों संबंधी पत्राचार।	
	7. स्थाई अर्पणता हितलाभ की वरों का गणना।	
	8. स्थानीय कार्यालय की निरीक्षण रिपोर्ट से संबंधित पत्राचार।	
	9. अनौपचारिक टिप्पणियाँ में अनुस्मारक।	
	10. रजिस्ट्रारों में इन्वराज।	

1	2	3	1	2	3
7. बीमा-3	निम्नलिखित से संबंधित मामले :— 1. बीमा निरीक्षकों से किया जाने वाला पत्राचार। 2. फाइलों पर की जाने वाली टिप्पणियां 3. अनीपचारिक टिप्पणियां/अनुस्मारक।				14. Forwarding of instructions received from Hqs. office. 15. Issue of 'No objection Certificate.' 16. Correspondence relating to Annual Confidential Reports.
8. विधि/समन्वय शाखा	निम्नलिखित से संबंधित मामले :— 1. विधिक प्रभारी की संपूर्ण। 2. स्थानीय कार्यालय प्रबंधकों/बीमा निरीक्षकों के दौरा कार्यक्रम का अनुमोदन। 3. न्यायालयों में उपस्थित होने वाले कर्मचारियों के दौरा कार्यक्रम का अनुमोदन। 4. मुख्यालय को भेजी जाने वाली विवरणियों का अग्रप्रेषण पत्र। 5. अनीपचारिक टिप्पणियां/अनुस्मारक।		2. Cash Branch		Reference relating to 1. Preparation of Bills. 2. Correspondence relating to various Bills. 3. Children Education Allowance. 4. Medical Re-imbursement. 5. Un-official Notes/Reminders. 6. Forwarding of instructions received from Hqrs. office. 7. Transfer of Emergency Fund to Local Offices. 8. Condonation of irregularities. 9. Correspondence relating to Banking arrangement. 10. Sanction of temporary advances. 11. Entries in various Registers.
[सं. ई-11012/1/89-एस. एस. -1] ए. के. अट्टारई, अवर सचिव					
ORDER New Delhi, the 31st December, 1990					
S.O. 117.—In pursuance of sub-rule (4) of rule 8 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby specifies that the employees of the notified Regional Office of Chancery of the Employees' State Insurance Corporation, who have obtained proficiency in Hindi, shall use Hindi alone in all official work for noting, drafting and for such other official purposes as specified in the Schedule annexed hereto with effect from the date of publication of this order in the official gazette. 2. It shall not be construed from these orders that no other language will be used in the official work in the said offices, where it is necessary or essential under the said rules or any other law.			3. Finance & Accounts Branch		Reference relating to : 1. Issue of Departmental Cheque. 2. Forwarding of cheques. 3. To authorise Managers for withdrawal of funds more than their Daily/Monthly limits. 4. Verification of rates of PDB/DB. 5. Forwarding of Audit Reports. 6. Quarterly reports of bills passed under objections. 7. Forwarding letter of Bank Reconciliation statement of Account No. 2. 8. Correspondence relating to DCR and various statements submitted by local offices. 9. Correspondence relating to Pay Bills. 10. Unofficial Notes/Reminders. 11. Entries in the Registers.
SCHEDULE					Reference relating to : 1. Correspondence relating to Class-IV employees. 2. Unofficial Notes/Reminders. 3. Telephone/Electricity Bills. 4. Entries in various registers.
Sl. No.	Name of Branch	Nature/Type of work to be done in Hindi.			
1	2	3			
1.	Administration Branch	Reference relating to :— 1. Half Pay Leave/Maternity Leave/Extraordinary Leave. 2. Leave Encashment. 3. Leave Travel Concession. 4. Festival Advance. 5. G.P.F. Advance. 6. Annual Increment and Efficiency bar. 7. Cycle/Scooter Advance. 8. Entries in Service Books. 9. Quarterly/Half Yearly Type-writing Test. 10. Departmental Promotion Examinations. 11. Departmental Trainings. 12. Approval of Tour Programmes. 13. Un-official Notes/Reminders.	4. General Branch		Reference relating to : 1. Cases to be sent to Hqrs. office regarding extended sickness benefit.
			5. Insurance Branch-I		

1	2	3	1	2	3
		2. Forwarding of returns of contribution and challans to Revenue Branches.			7. Calculation of PDB rates.
		3. Despatch of lists of debarred/re-entitled insured persons.			8. Correspondence relating to inspection reports of local offices.
		4. Statement of ESIC-71 to be sent to Hqrs. office.			9. Un-official Notes/Reminders.
		5 Un-official Notes and reminders.	7. Insurance-III		10. Entries in Registers.
		6. All statements to be sent to Administration Branch.			Reference relating to:
		7. Statement regarding Insurance Nos. of insured persons to be sent to Hqrs. Office.			1. Correspondence with Insurance Inspectors.
6. Insurance-II Branch	Reference relating to :		8. Legal Branch/Coordination Branch.		2. Noting to be given on the Files.
	1. Statement of monthly progress report to be sent to Hqrs. office.				3. All U.O. Notes/Reminders.
	2. Discrepancy letter regarding monthly progress report received from Local offices.				Reference relating to :
	3. Payment of Medical Board fee to the Doctors.				1. Sanction relating legal charges.
	4. Payment of honorarium to Medical Referee and Clerks.				2. Approval of tour programme of Local office Managers/Insurance Inspectors.
	5. Settlement of Audit objections.				3. Forwarding letter of statements to be sent to Hqrs. Office.
	6. Correspondence relating to inter-regional/Local transfer cases.				4. Approval of tour programme of officials who attend the Court.
					5. U.O. Notes/Reminders.

[No. E-11012/1/89-S.S.I.]

A. K. BHATTARAI, Under Secy.

